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LELAND STANFORD JUNIOR UNIVERSITY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JAMES LEE STEWART, an individual,

Plaintiff,

vs.

LELAND STANFORD JUNIOR
UNIVERSITY,

Defendant.

CASE NO. C07 04061

**DECLARATION OF KEITH I. SMITH
IN SUPPORT OF DEFENDANT'S
MOTION TO DISMISS**

Fed. Rules of Civ. Proc., Rule 12(b)(6);
Local Rule 7-5

Date: September 15, 2008
Time: 9:00 a.m.
Courtroom: 8, 4th Floor
Judge: Hon. James Ware

I, Keith I. Smith, declare in Support of Defendant Stanford University's ("Stanford")
Motion to Dismiss as follows:

1. I have personal knowledge of the facts stated herein, or if stated on information
and belief, I am informed and believe them to be true. I am competent to testify thereto if called
as a witness at trial, and such facts would be admissible as evidence.

2. From August 1990 to January 2008, I was Manager of Labor Relations for
Stanford. As Manager of Labor Relations, my responsibilities included negotiation and
administration of labor agreements between United Stanford Workers, Local 715, SEIU AFL-
CIO and Stanford University. In the regular course of my work as Manager of Labor Relations, I
was familiar with the records of business of the Labor Relations Department, including the

documents attached as Exhibits hereto.

3. Attached as Exhibit A is a true and correct copy of excerpts of the Agreement between United Stanford Workers, Local 715, S.E.I.U., AFL-CIO ("Union") and the Board of Trustees of the Leland Stanford Junior University, dated September 1, 2003 ("CBA"). This CBA continued in effect to August 31, 2006.

4. Under this CBA, Plaintiff James Stewart's ("Stewart" or "Plaintiff") positions as Painter Maintenance and Paint Leader were classified as positions within the CBA and covered by the terms and conditions of it. (App. A-2. "TMS Bargaining Unit, Job Classification and Pay Range Assignments (by Classification Title)," p. 6.) The CBA also contains terms concerning, inter alia, worker discipline, suspension and separation from employment. (Exhibit A, §§ 160-164, 203(c)(1)-205, 300-317, 330, 331, 334.)

5. Under the CBA, the exclusive means for resolution of workers' and union grievances or claims against Stanford is a grievance and arbitration process, culminating in final and binding arbitration. (Exhibit A, §§ 12 (c)(1) and 13, 15(b), 17(3), 26(6), 33(3).) The CBA sets forth the grievance procedure, starting with an oral discussion with the worker's supervisor. Step Two of the grievance procedure is the filing of a formal grievance signed and dated by the grievant or designated Union steward or officer, containing a specific description of the basis for the claim. CBA §§ 18-19. Nothing prevents the University from attempting to resolve a grievance at any time at any level. Grievances should be raised and settlement attempted promptly and failure of the Union to proceed within any time limit set forth shall constitute a waiver of the claim. CBA, § 41. Any of the time limits in the CBA's grievance and arbitration procedure may be extended only by mutual written agreements by Stanford and the Union. CBA, § 41. The CBA also provides: "Precedence. No adjustment of a grievance shall set aside, or abolish or ignore any provision of this Agreement. Resolutions shall in no case be deemed to be precedents which add to or detract from the obligations assumed by the parties under this Agreement." CBA § 38.

The CBA provides at Paragraph 12:

C. Grievances and Arbitration. Purpose:

1 “The purpose of the procedure set forth below is to provide the University and the
2 Union with an orderly means of resolving disputes which may arise between
3 them.”

3 Paragraph 13

4 “The Union agrees that this procedure shall be in lieu of any other formal
5 procedure established by the University for the resolution of grievances and shall
6 be the exclusive means for the resolution of workers’ and Union grievances or
7 claims against the University.”

7 Paragraph 15

8 “A grievance is a claim by a worker against the University concerning the
9 worker’s wages, hours, working conditions, or any other conditions of
10 employment and involving the interpretation or application of this Agreement....
11 The term “grievance” does not include any claim or dispute concerning an action
12 or inaction by one or more other workers.”

11 In cases of unpaid suspension or separation, the grievance shall be submitted no later than
12 fifteen (15) calendar days after the date the action occurred or from receipt by the worker of
13 notice of unpaid suspension or separation. CBA § 20. In cases of an unpaid suspension or
14 separation, a step 2 meeting is held at the request of either party or on mutual agreement and if
15 the Union does not accept the response at step 2, the Union may refer the grievance to final and
16 binding arbitration. CBA 21, § 26.

17 6. On July 2, 2004, Stanford suspended Plaintiff James Stewart (“Plaintiff” or
18 “Stewart”) from employment for thirty days without pay for excessive failure to follow
19 instructions, failure to communicate worksite problems, and performance of a job assignment
20 and violating break time policies, including improper time entry. On August 18, 2004, Stanford
21 issued Plaintiff a performance plan and a letter of warning based on poor work quality, lack of
22 communication, and unsatisfactory performance. On September 20, 2004, Stanford issued
23 Plaintiff a performance plan and final warning for inefficiency, lack of productivity, poor work
24 quality and communications. On October 1, 2004, Stanford terminated Plaintiff’s employment
25 for sick leave absence, poor efficiency, productivity, countermanding assignments and work
26 instructions (insubordination), violating rules regarding breaks and quality of work. Attached
27 hereto as Exhibit B is a true and correct copy of the October 1, 2004 notice of termination to
28 Plaintiff.

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1 7. On July 12, 2004, SEIU submitted to Employee and Labor Relations Grievance
2 number U-03-32 on behalf of Stewart, which asserted that Stewart's suspension was without just
3 cause and was excessive. Attached hereto as Exhibit C is a true and correct copy of the Union's
4 Suspension Grievance ("Suspension Grievance"). This grievance proceeded to a "Step 2
5 Response" meeting under section 21 of the CBA, after which the Reviewing Officer's Report
6 concluded that the suspension for 30 days was appropriate and was not excessive in length.

7 8. On September 16, 2004, SEIU submitted to Employee and Labor Relations
8 Grievance number U-03-46 on behalf of Stewart which asserted that Stewart's August 18, 2004
9 "letter of warning," for "poor work performance" and for "having lied" to his supervisor was
10 without just cause ("Letter of Warning Grievance"). Attached hereto as Exhibit D is a true and
11 correct copy of SEIU's Letter of Warning Grievance. Attached hereto as Exhibit E is a true and
12 correct copy of a February 23, 2005 letter from Union Worksite Organizer Kennedy Helm to me,
13 copying Stewart, regarding "Grievance #2004302/U-03-46 - Letter of Warning," in which the
14 Union withdrew the grievance, stating, "Please be advised that United Stanford Workers/SEIU
15 Local 715 is withdrawing this grievance. This is done without prejudice and shall not set
16 precedent."

17 9. On September 23, 2004, SEIU submitted to Employee and Labor Relations
18 Grievance number U-03-48, which asserted that Stewart's September 20, 2004 "Performance
19 Plan" was not in accordance with the collective bargaining agreement ("Performance Plan
20 Grievance"). Attached hereto as Exhibit F is a true and correct copy of the Union's
21 "Performance Plan" Grievance. Attached hereto as Exhibit G is a true and correct copy of a
22 February 23, 2005 letter from Union Worksite Organizer Kennedy Helm to me, copying Stewart,
23 regarding "Grievance #2004302/U-03-48 - Performance Plan," in which the Union withdrew the
24 grievance, stating, "Please be advised that United Stanford Workers/SEIU Local 715 is
25 withdrawing this grievance. This is done without prejudice and shall not set precedent."

26 10. On October 11, 2004, SEIU submitted to Employee and Labor Relations
27 Grievance number U-03-53 on behalf of Stewart, which asserted that Stewart's October 1, 2004
28 termination was excessive and without just cause, seeking reinstatement and making him whole.

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1 (“Termination Grievance”) Attached hereto as Exhibit H is a true and correct copy of the
2 Union’s Termination Grievance. Attached hereto as Exhibit I is a true and correct copy of a
3 February 23, 2005 letter from Union Worksite Organizer Kennedy Helm to me, copying Stewart,
4 regarding “Grievance #2004302/U-03-53 – Termination,” in which the Union withdrew the
5 grievance, stating, “Please be advised that United Stanford Workers/SEIU Local 715 is
6 withdrawing this grievance. This is done without prejudice and shall not set precedent.”

7 11. On October 12, 2004, SEIU submitted to Employee and Labor Relations
8 Grievance number U-03-54, which asserted that September 20, 2004 “written discipline” issued
9 to Stewart was excessive and without just cause. (“Written Discipline Grievance”) Attached
10 hereto as Exhibit J is a true and correct copy of the Union’s Written Discipline Grievance.
11 Attached hereto as Exhibit K is a true and correct copy of a February 23, 2005 letter from Union
12 Worksite Organizer Kennedy Helm to me, copying Stewart, regarding “Grievance #2004302/U-
13 03-54 – Written Discipline,” in which the Union withdrew the grievance, stating, “Please be
14 advised that United Stanford Workers/SEIU Local 715 is withdrawing this grievance. This is
15 done without prejudice and shall not set precedent.”

16 12. From the time of his first Grievance on July 12, 2004 to February 23, 2005, the
17 Union continued to represent Stewart in his grievances with Stanford. For example, on January
18 24, 2005, Employee and Labor Relations received a copy of a letter from Union Worksite
19 Organizer Kennedy Helm to Employee and Labor Relations, Susan Hoerger, stating the Union’s
20 intention to attempt to settle Stewart’s grievances at a meeting on January 26 and 27, 2005.
21 Attached hereto as Exhibit L is a true and correct copy of this letter. In 2005, prior to the
22 Union’s withdrawal of Stewart’s grievances, I attended a meeting at which Stewart and Union
23 representatives were present to attempt to settle Stewart’s grievances.

24 13. On or about April 20, 2007, I received an April 11, 2007 letter from Union
25 Worksite Organizer Jose Navarro “Re: Grievance #2004302/U-03-53 - Termination- Jim
26 Stewart”, Grievance #2004276/U-03-46 - Letter of Warning - Jim Stewart, Grievance
27 #2004282/U-03-48 - Performance Plan Issued - Jim Stewart, Grievance #2004304/U-03-54 -
28 Written Discipline - Jim Stewart.” In this letter, the Union requested that these grievances be

1 “moved to arbitration”. Attached hereto as Exhibit M is a true and correct copy of said letter.

2 14. On or about April 27, 2007, I responded to Mr. Navarro’s April 20, 2007 by letter
3 to Zev Kvitsky, President of SEIU, United Stanford Workers. I informed the Union that the
4 University was not obligated or willing to re-open the matters through the grievance and
5 arbitration procedure. This was after Stewart declined to pursue his remedy through the
6 grievance process with the Union acting as his exclusive representative, and more than two (2)
7 years after the Union withdrew the grievances.

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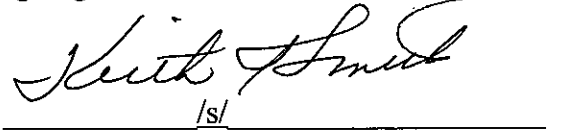
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1 Attached hereto as Exhibit N is a true and correct copy of said letter.

2 I declare under penalty of perjury that the foregoing is true and correct.

3 Dated: May ¹³__, 2008



4 /s/
5 KEITH I. SMITH
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EXHIBIT A

AGREEMENT

BETWEEN

**United Stanford Workers
Local 715
S.E.I.U., AFL-CIO**

**The Board of Trustees
of the Leland Stanford
Junior University**

September 1, 2003

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Stanford/USW Agreement, September 1, 2003

This Agreement is made and entered into this, September 1, 2003, between Leland Stanford Junior University (called the "University") and United Stanford Workers, Local 715, S.E.I.U., AFL-CIO, CLC (called the "Union"). The University highly values the work of its bargaining unit members in support of the University's academic mission. In turn, the Union is proud that bargaining unit workers contribute towards the University's research, teaching, and patient care endeavors. The Union and the University recognize that respect among and between all members of the University community, workers and non-bargaining unit members alike, is necessary to maintaining an environment in which each member of the community can work effectively and productively. Accordingly, wherever possible, the Union and the University each will endeavor to promote an atmosphere where individuals within the workplace are both respected and expected to treat others with respect.

#1**ARTICLE I: REPRESENTATION****A. Recognition and Coverage****1. Unit**

In accordance with the certification of the National Labor Relations Board (NLRB) in Case No. 32-RC-2055, the University recognizes the Union as the exclusive representative for purposes of collective bargaining concerning wages, hours and working conditions for the following unit found appropriate by the NLRB:

All regular staff maintenance employees, laboratory support personnel, custodians, food service employees, audiovisual operators, nonexempt computer operations personnel, production control clerks and tape librarians employed by the Department of Stanford Data Center and the SLAC Computing Services (SDC and SCS), book preservers and all regular staff book warehouse assistants and proofreaders of the Stanford University Press all employed by the University in Northern California; EXCLUDING: All other employees, office clerical employees; all employees of Stanford University Hospital; patient care employees; shelvers; computer production control clerks other than in SDC and SCS, computer production control coordinators and operations specialists; programmers, scientific and engineering associates; all currently represented employees; guards, supervisors, professional and confidential employees as defined in the Act.

#2**2. Regular Staff**

The term "regular staff" includes only employees in positions requiring at least twenty (20) hours work per week for a period actually lasting at least four (4) months. The four (4) month period includes any period when bargaining unit workers in the same work group are on temporary or seasonal layoff provided that the individual works in the same position both immediately before and immediately after the period of temporary or seasonal layoff.

#2A

- a. A worker hired for an assignment for a specified period of time with defined beginning and ending dates will be on a fixed-term appointment, if the specified period is for a minimum of four (4) months and up to a maximum of two (2) years. If the initial fixed-term appointment is for less than two (2) years, the fixed-term may be extended up to a maximum of two years. The University will provide written notification to the worker and to the Union of any such extension. If the fixed term appointment is tied to a specific contract or grant, the fixed-term may be posted or extended to coincide with the expiration of funding for the contract or grant, up to a maximum of four (4) years.

Workers on fixed term appointments are covered by all provisions of this Agreement except Article III.A.3.a.(1) (paragraph 105, Hiring Preferences/Layoffs) and Article IX.A. (paragraphs 318-329, Layoff and Severance Allowance). The worker is not eligible for severance pay at the conclusion of the fixed-term or if the assignment is ended early.

A worker who has worked at the University on a fixed-term appointment pursuant to this section of the Agreement and who, during or immediately following the fixed term appointment, is hired as a member of the regular staff without a break in service shall be credited for his/her service on a fixed-term appointment.

A regular worker who is not appointed for a fixed-term, but who has received official notification of permanent layoff, may fill a vacant fixed-term position or bump into an existing fixed-term position. In these cases, the effective date of layoff and payment of any severance to which the worker is entitled will be delayed until the end of the fixed-term assignment. Severance will be based only upon seniority accumulated up to the time the worker's regular (non fixed-term) position ended causing the layoff notification. Additional seniority does not accrue during the fixed-term assignment.

If a regular worker, who has not received official notification of permanent layoff, moves voluntarily to a fixed-term assignment, Article III.A.3.a(1) and Article IX.A. are not applicable at the conclusion of the fixed-term assignment.

#4

3. Workers

All employees within the bargaining unit shall be called "workers" in this Agreement and its appendices.

#5

4. New and Replacement Facilities

To the extent permitted by law, the Union and the University will apply this Agreement to regular staff University employees at new and replacement facilities operated by the University in Northern California and covered by the recognition clause in paragraph I.A.1. above. With respect to replacement facilities, the provisions of Article II.B.1. (#84, Contracting) apply in the event that the University decides to contract out work previously performed in that facility by bargaining unit workers.

#6

5. Jobs Outside of the Bargaining Unit

The University and the Union agree that no job at the University at the time of execution of this Agreement not then classified by the University in one of the classifications set forth in Appendix A of this Agreement, is either covered by this Agreement or within the unit for which the Union is recognized in accordance with paragraph I.A.1. above. If any such job changes substantially and permanently, subsequent to execution of this Agreement, so that the job consists predominantly of work covered by paragraph I.A.1. and satisfies the remainder of the provisions of part I.A. of this Agreement, the job shall be included within the bargaining unit.

#7

B. Agreement

1. Exclusivity of Negotiations and Agreement

This Agreement, its appendices and amendments agreed to pursuant to Article I.B.3., are the exclusive record of agreement between the University and the Union on all matters of wages, hours and other terms and conditions of employment.

Each party hereby affirms that it had full opportunity to bargain collectively as to any and all lawful subjects of collective bargaining. Therefore, except as specifically provided for in Article I.B.4., II.B.1.b. and II.G.2.b. of this Agreement, neither party shall attempt to compel the other to bargain collectively on any or all subjects of collective bargaining applicable to the period of this Agreement. Each party acknowledges that the other party has no other obligation to grant any such request to bargain.

#8

2. Term of Agreement

This Agreement shall become effective on September 1, 2000 and shall continue in effect to and including August 31, 2003 and from year to year thereafter unless, at least sixty (60) days prior to August 31, 2003 or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or to make changes in this Agreement. The party giving such notice must deliver to the other party, at least forty-five (45) calendar days prior to August 31, 2003 or to any subsequent anniversary date thereafter, a written document setting forth all initial proposals for change. The responding party shall then deliver, within fifteen calendar days if receipt of the moving party's proposals for change, a written documents setting forth initial proposals for change. This agreement is subject to a reopener in year 3 on Staff Retirement Annuity Plan (SRAP) paragraphs 304-307, with any improvement retroactive to September 1, 2005, plus any two (2) additional contract provisions (understood to address one specific issue) of either party's choice not to include wages.

#9

3. Amendment

Subject to the provisions of paragraph I.B.1. above, the University and the Union may mutually agree to amend or add to any provision of this Agreement or its appendices. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party and any oral modification or amendment shall be of no force or effect.

#10

4. Separability of Provisions

If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such section or sub-section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected. Should such invalidation occur, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties. If the parties are unable to agree on such substitute provision, the dispute shall be resolved in accordance with the grievance and arbitration procedures provided in Article I. However, Paragraph C.6.d.(2) shall not apply.

#11

5. Communications

All written communications concerning the application and interpretation of this Agreement including correspondence relating to a grievance as defined in C.2.b. and c. below shall be sent to the Union Office as "President, United Stanford Workers, Local 715," to an address supplied by the Union; and to the University as "Manager of Labor Relations," Stanford University, Stanford, California 94305.

#12

C. Grievances and Arbitration

1. Purpose

The purpose of the procedure set forth below is to provide the University and the Union with an orderly means of resolving disputes which may arise between them.

#13

The Union agrees that this procedure shall be in lieu of any other formal procedure established by the University for the resolution of grievances and shall be the exclusive means for the resolution of workers' and Union grievances or claims against the University.

#14

Stanford/USW Agreement, September 1, 2003

2. Definition-Worker and Union Grievances

a. Eligibility

To be eligible to use this procedure a worker must have successfully completed the trial period of employment as defined in Article III.A.7.

#15

b. Grievance by a Worker

A grievance is a claim by a worker against the University concerning the worker's wages, hours, working conditions, or any other conditions of employment and involving the interpretation or application of this Agreement, excluding the Preamble. The term "grievance" does not include any claim or dispute concerning an action or inaction by one or more other workers.

#16

c. Union Grievance

A Union grievance is a written claim by the Union against the University either (i) concerning a worker's wages, hours, working conditions, or any other conditions of employment or representation and involving the interpretation or application of this Agreement excluding the preamble; or (ii) where a body of workers is affected by a single incident or (iii) asserting a violation of the Agreement by the University which affects the bargaining unit as a whole. A Union grievance shall be started by a steward or Union officer authorized by the Union to file grievances under this Agreement. The Union shall provide the University with a list of those persons so authorized and update the list within five (5) days of any change. In cases involving a body of workers (ii above), at least one worker must be specifically named at the time the grievance is filed, and all must be named or identified no later than the date the Union refers the grievance to arbitration pursuant to paragraph #26 below.

#17

3. Step One (oral discussion)

A grievance by a worker is started when the worker (called "grievant") tells his/her supervisor the facts of the grievance and asks for resolution within five (5) working days. One representative (the steward designated by the Union for the Grievant's unit pursuant to Article I.E., a Union

Stanford/USW Agreement, September 1, 2003

If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such section or sub-section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected. Should such invalidation occur, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties. If the parties are unable to agree on such substitute provision, the dispute shall be resolved in accordance with the grievance and arbitration procedures provided in Article I. However, Paragraph C.6.d.(2) shall not apply.

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#17

3. Step One (oral discussion)

A grievance by a worker is started when the worker (called "grievant") tells his/her supervisor the facts of the grievance and asks for resolution within five (5) working days. One representative (the steward designated by the Union for the Grievant's unit pursuant to Article I.E., a Union

Officer or the worksite organizer) may be present at the option of the grievant. If the grievant does not accept the resolution of his/her grievance, he/she may proceed to Step Two. The grievant may at his/her option skip Step One and begin the grievance at Step Two. A Union grievance shall be initiated at Step Two of this procedure unless the Union grievance concerns a claim which an individual worker could have raised as a grievance. If this is the case the grievance must be started at Step One.

#18

4. Step Two-Filing of a Formal Grievance

The grievance shall be submitted in writing to the Manager of Labor Relations within the time frames for timely filing of grievances set forth in b. below. The University will submit to the Union a numbered copy of the grievance within two (2) working days from receipt of such grievance.

#19

a. Content

The written grievance shall be signed and dated by the grievant or designated Union steward or officer, and shall contain a specific description of the basis for the claim under 2.b. above, the immediate supervisor of the grievant or individual worker involved, the date the event complained of occurred, the resolution desired, and the specific provision or provisions of the Agreement alleged to be involved.

#20

b. Timeliness

In cases of unpaid suspension or separation, the grievance shall be submitted no later than fifteen (15) calendar days, after the date the action occurred or from receipt by the worker of notice of unpaid suspension or separation. A worker shall be deemed to have received notice for purposes of this paragraph if he/she received notice in person or if written notice was mailed to the worker by Federal Express or equivalent service or by certified mail to the worker's last address on record at the University with concurrent notice to the Union. In all other cases the grievance shall be submitted no later than thirty-five (35) calendar days after the date the action occurred or should have occurred.

#21

5. Step Two-Response or Referral for Review

In cases of unpaid suspension or separation, a step 2 meeting shall be held at the request of either party within ten (10) working days of receipt of the written grievance. In all other cases, a step 2 meeting may be held only if mutually agreed to by both parties. The Manager of Labor Relations or his/her designee shall provide a written response to the grievant with a copy to the Union within ten (10) working days of receipt of the written grievance or the step 2 meeting, whichever comes later.

#26

6. Arbitration

If the Union does not accept the University's response to the grievance at step 2, then within twenty (20) working days after receipt of the step 2 decision, the Union may refer the grievance to arbitration by written notice to the Manager of Labor Relations.

#27

a. Selection of Arbitrator

When the Union has requested arbitration, in accordance with this Article, the designated representatives of the parties shall within five (5) working days after receipt of the referral to arbitration, select an arbitrator from the following nine (9) persons by the alternate striking of names, with the Union striking first until one remains, who shall be arbitrator:

Barbara Chvany
John Kagel
Christine Knowlton
Gerald McKay
Kenneth Silbert
Morris Davis
Tom Angelo
Claude Ames
Nancy Hut

#28

b. Scheduling

Grievances referred to arbitration shall be scheduled for arbitration in the order in which the written responses or determinations are received, except that all grievances filed over a worker's discharge or permanent layoff shall be given priority scheduling. Grievances filed under this Agreement shall be heard subsequent to pending grievances filed under prior Agreements. The arbitrator shall be requested to render a decision within thirty (30) calendar

8. Precedence

No adjustment of a grievance shall set aside, or abolish or ignore any provision of this Agreement. Resolutions shall in no case be deemed to be precedents which add to or detract from the obligations assumed by the parties under this Agreement.

#39

9. Grievant's Rights**a. Worker's Presence**

The grieving worker shall have the right to be present at all Steps specified in this procedure concerning his/her grievance with no loss of pay or benefits for meetings held on work time. No worker should be subjected to intimidation or harassment in the raising or processing of grievances, but in no case shall advocacy of a position nor encouragement of settlement be considered impermissible conduct.

#40

b. Representatives

A worker shall have the right at all Steps specified in the grievance and arbitration procedure to have the assistance of up to two representatives of the Union (the steward designated by the Union for the Grievant's unit pursuant to I.E., a Union officer or the worksite organizer.)

#41

10. Time Limits**a. Processing of Grievances**

The University and the Union agree that grievances should be raised, and settlement attempted, promptly. Failure of the Union or a worker to proceed within any time limit set forth in this Article shall constitute a waiver of the claim. Failure of the University to act within any time limit set forth herein shall entitle the grievant to proceed to the next step. If the University has not responded within the required time limit, the University shall be deemed to have rejected the grievance on the last day of the period for response and the matter may be appealed to the next level. However, any of the time limits set forth in this Article may be extended only by mutual written agreement of the University and the Union. Neither party will unreasonably deny a request made to extend timelines.

#42

b. Limit of University Liability

The University shall not be liable for, nor shall any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to one hundred twenty (120) calendar days before the filing at Step Two of the formal grievance which is the subject of the claim, review or arbitration hearing.

#43

11. Grievances Pending

Grievances filed prior to the effective date of this agreement and referred to arbitration shall be heard in accordance with the procedures set forth in the prior Agreement. Arbitration calendaring shall be as provided in this Agreement.

#44

D. Union Security**1. Union Membership, Dues, and Fees-New Hires**

It shall be a condition of employment that all workers hired under the terms of this Agreement, on or before completion of the trial period specified in Article III.A.7., either shall tender to the Union a service fee equal to the periodic dues uniformly required of Union members or shall become a member of the Union in good standing.

#45

2. Union Membership, Dues, and Fees-All Others

It shall be a condition of employment that all workers hired prior to signing of this Agreement, within thirty-one (31) calendar days after signing of a new Agreement, either shall tender to the Union, a service fee equal to the periodic dues uniformly required of Union members or shall become a member of the Union in good standing.

#46

3. The University and the Union agree that the requirement set forth in paragraphs 1. and 2. above to acquire and maintain membership in the Union in good standing as a condition of

Stanford/USW Agreement, September 1, 2003

employment, means only the obligation to tender periodic dues uniformly required of Union members.

#46A

4. The University and the Union agree that the requirement set forth in paragraphs 1. and 2. above to tender to the Union a service fee equal to the periodic dues uniformly required of union members means, for workers eligible as objectors pursuant to lawful Union procedures, the requirement to tender to the Union the percentage of periodic dues which is used for activities germane to the Union's role as the exclusive bargaining representative.

#47**5. Information**

Both the University and the Union shall undertake to advise workers hired subsequent to the date of signing of this Agreement of their obligations under this Article.

#48**6. New Hire Meeting with Union Representative**

A Union representative may, after arranging a convenient time with the worker's supervisor, meet with each newly hired worker on work time for up to thirty (30) minutes during the worker's first ninety (90) calendar days of employment to describe the services of the Union.

#49**7. Dues and Fees****a. Deduction**

Any worker required to pay periodic membership dues or equivalent service fees to the Union as a condition of employment under this Article, will be deemed to have satisfied his/her obligations for any period (after dues or fees deduction begins) in which they have had a payroll deduction authorization on file with the University.

#50**b. Non-payment**

Upon receipt of a written notice from the Union of the failure of any worker to comply with Section D.1. and 2. above, as applicable, the University within ten (10) working days shall

separate the worker from employment for just cause.

#51**c. Other Grounds**

No worker shall be separated for non-membership in the Union if the University has reasonable grounds for believing that the Union's request is for reasons other than the failure of the worker to tender a service fee equivalent to the periodic dues uniformly required of Union members as a condition of membership.

#52**8. Union Dues and Fees****a. Check Off**

The University shall deduct during the period of this Agreement, in the manner and to the extent provided in this Agreement, monthly Union dues or equivalent service fees and voluntary COPE check-off deductions for each worker who has authorized dues or fees or COPE deduction on an authorization form completed and submitted in accordance with this Agreement. The dues authorization shall be irrevocable for a period not to exceed one (1) year but shall thereafter be subject to revocation during the revocation period as described in the authorization form below. Any worker wishing to revoke his/her authorization may do so by submitting a request in writing to either the Manager of Labor Relations or the Union. The recipient of a request for revocation shall transmit promptly a copy to the other. In either case the request shall be considered to be filed with the Manager of Labor Relations upon the date of receipt by the Manager of Labor Relations and shall be effective, if timely filed, for the first payday which is at least two (2) weeks after receipt by the University. The COPE voluntary authorization is revocable at any time with notice to the Union and the employer.

#53**b. Deduction Authorization Form**

I hereby authorize and request Leland Stanford Junior University (called the "University") to deduct from my wages each month the amount or percentage equal to the periodic dues uniformly required as a condition of membership in the Union, and to remit the amounts deducted to the Union. This authorization shall be automatically canceled at such time as I am no longer employed in the bargaining unit

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represented by the Union at the University but shall otherwise remain in effect from year to year unless revoked by me in writing during the two (2) week revocation period beginning one (1) year after the beginning of the deduction herein authorized and from year to year thereafter, or beginning with the expiration date of the collective bargaining agreement in effect between the University and the Union, whichever is sooner. My notice of revocation shall be effective, if timely filed, for the first payday which is at least two (2) weeks after receipt by the University.

Date of Execution Name of Employee

Social Security Number

#54

c. Certification

No such authorization shall be effective until sixty (60) calendar days after the Union has filed with the Manager of Labor Relations a certification from the Union stating the monthly dues uniformly required as a condition of membership or until sixty (60) calendar days after execution of this Agreement, whichever is later. The dues certified shall be stated for all workers as a uniform amount or as a uniform percentage of "normal base" pay for the applicable pay period unless otherwise agreed to by the University and the Union. Said certification shall be effective for the duration of this Agreement unless modified by the filing of a new certification specifying a different uniform amount or uniform percentage of "normal base" pay. The new certification must be filed before July 1 of any calendar year and if so filed, will be effective for deductions beginning with the second regular payday in September of that year. The Union understands that "normal base" pay does not include shift or other premiums.

#55

d. Timeliness and Amount

The monthly dues or fees shall be deducted on the second regular payday, if a uniform amount, or on each regular payday, if a uniform percentage of "normal base" pay, of the month after receipt of the authorization provided the authorization is received by the Manager of Labor Relations at least two (2) calendar weeks prior to the appropriate payday.

#56

e. Minimum Deduction

The deduction shall be waived for any worker whose paycheck for the applicable pay period, after all other deductions have been made, is less than the amount certified and the University shall have no obligation to deduct the amount thus waived from any succeeding paycheck.

#57

f. Paycheck Statement

Each worker's paycheck statement shall note the amount of dues or fees as well as any COPE check-off deducted for that pay period.

#58

g. Payment

The gross amount of dues and fees deducted shall be sent to the Union within a reasonable period after the applicable payday of the month but, in any case, within a week.

#59

h. Data

Data showing the individual amounts of dues or fees deducted for each worker for whom dues or fees were deducted in each pay period including the total number of workers paying by dues deduction shall be submitted to the Union within a reasonable period of time after the payday (but not to exceed one week) in a format mutually agreed upon by the University and the Union. Normal base pay for each worker shall also be provided.

#60

i. Liability

The Union understands the University assumes no liability in connection with the voluntary deductions made in accordance with this Section and any question as to correctness of the deductions made shall be matters to be resolved between the Union and the worker involved. The Union agrees, so long as the University has delivered to the Union all funds deducted to which the Union is entitled, to hold the University harmless from any liability, monetary or legal, in the University's performance of its check-off obligation including reimbursement for attorney's

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fees and other expenses in defense of any claims against the University under this Section. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union as provided.

#61

E. Union Representatives**1. Stewards**

The Union shall designate one (1) steward and one (1) alternate steward for each of no more than 43 units. Union Stewards and alternate stewards will be selected from their respective work groups. Within thirty-one (31) days after execution of this Agreement, and thereafter within ten (10) days of any change in steward designation, the Union shall transmit to the Manager of Labor Relations the list of current stewards. Steward areas, exact composition to be determined by the Union, shall reflect the following considerations: geographic placement, similarity of classifications, volume of workplace issues, release time factors, and work shifts. The Union will provide at least thirty (30) days advance notice of any change in the steward areas, which changes may normally occur no more frequently than once in any twelve (12) month period.

#61A

2. Stewards' Functions

The sole functions for which a Steward may claim paid release time under this Agreement are:

- a. To act as the representative of a grievant employed in the steward's unit at meetings with supervision at the specified steps of the grievance procedure (see Article I.C.9); and
- b. To act as the representative of a worker employed in the steward's unit at meetings with supervision concerning discipline as provided in Article IX.B.2.
- c. For the unit-wide steward's meeting, as described in 3. below.
- d. For the joint contract administration training program for Union stewards and University supervisors as set forth in E.6. below.
- e. To participate in Special Conferences (as described in Article I.L) and Summit Meetings.

#61B

3. Steward's Paid Time

Each steward as well as the workers serving the Union in the offices of President, Vice President, Secretary, Treasurer, and Chief Steward, with the prior concurrence of his/her supervisor, shall be eligible for reasonable time off from actual scheduled work, payable at his/her regular base wage rate, to discharge the steward or officer functions under this Agreement described in paragraph 2 above. Such time shall not exceed 120 hours in a year or 30 hours in a month, up to two (2) hours per month to be used for attendance at one (1) unit-wide steward meeting of the Union, provided the Union has notified the Manager of Labor Relations of the date and time for the meeting at least ten (10) working days prior to the meeting. Paid time shall not be granted unless the steward or officer has accurately prepared a copy of the steward log set forth in the Appendix D for each instance of steward function; has obtained the signature of both the steward's or officer's supervisor and the University manager or representative present at the function for which steward paid time is claimed; and has timely submitted the same to his/her department. However, no steward or officer will be allowed more than 10 hours in any week without extension by his/her supervisor, who will not deny a request for extension of the weekly limit unless extension of limits would unduly impair operations.

#63

4. Substituting for Stewards

When the presence of a steward is requested, under this Agreement, every effort will be made to locate the designated steward or the alternate steward, respectively, for the unit involved. If neither the steward nor alternate steward is available the Union shall be notified and the Chief Steward, Union Officer, or a Union worksite organizer, or any other steward shall be designated by the Union (or by the University if the Union cannot be reached) to act as steward unless, if an individual worker is involved, the worker elects not to have a steward present. In cases not requiring immediate attention the proposed action shall be delayed until the next workday. Alternate stewards who serve as substitute stewards under this Agreement shall be entitled to approved release time which shall be charged as release time for the designated steward.

#64

5. Certification

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The Union shall notify the University in writing of its designated stewards and alternate stewards, as set forth in paragraph I.E.1. above, and its officers as set forth in I.E.3. above. If there is a compelling reason why an eligible worker thus designated by the Union as steward cannot reasonably be released from work duties to perform the functions of steward the Union may designate another eligible worker who can be so released to serve as steward. The Union may retain the original steward who shall serve without release time privileges. No individual may hold more than one (1) position for which release time is granted under the contract, without the written consent of the supervisor.

#64A

6. Joint Training Program

The University and the Union shall maintain a joint contract administration training program for Union stewards and University supervisors.

#66

7. Access to Work Areas and Facilities

Union representatives shall be permitted access to all work areas where workers are or may be working, provided that:

- a. To the extent practicable such access shall be timed to coincide with the non-work time of the affected workers in the area.

#67

- b. To the extent the Union believes access to a work area is necessary to conduct essential Union business during the work time of affected workers the Union shall first notify the Manager of Labor Relations. The Manager of Labor Relations shall then advise the Union of any appropriate time for such access. In no event, if such access is granted, shall the total time allowed exceed ten (10) minutes.

#68

- c. The Union agrees that its representatives will observe all safety practices and department rules and shall confine the duration and scope of access as set forth in the paragraphs above. Any conduct by a union representative which interferes or disrupts ongoing work may be grounds to bar any future access to the affected work area by that individual for a specified period of time. Any decision to bar future access will be

communicated by the Manager of Labor Relations.

#69

F. No Strike-No Lockout

Neither the Union nor any of the workers will engage in or participate, directly or indirectly, in any strike, picketing, slow-down, sick-in, stoppage or any other interference with or interruption of work or operations during the term of this Agreement; and the University agrees that during the term of this Agreement it will not lock out any of the workers. Workers who violate these provisions shall be subject to disciplinary action including discharge.

#70

G. University Facilities**1. Communications**

Union representatives may use normal internal University communications channels (such as phones and interdepartmental mail) in the assessment, investigation, adjustment, preparation and presentation of grievances and charges and for other legitimate Union business related to the bargaining unit.

#71

2. Meetings

University meeting facilities shall be available to the Union on an equal basis with other campus voluntary organizations. Other facilities may be used for meetings of employee members of the Union to the extent such facilities are generally available to all University employees for such purposes.

#72

H. Data**1. Semi-Monthly Data**

The University shall in good faith attempt to provide semi-monthly to the Union the following data for each worker:

- a. Social Security number (or other employee identification number if available)
- b. Name

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- c. Mailing address with zip code
- d. Work Location
- e. Home Department
- f. Birthdate
- g. Gender
- h. Ethnic designation
- i. Date of hire
- j. Current job class code
- k. Percent time
- l. Hourly rate of pay
- m. Basic health plan
- n. Retirement Plan

The University also shall provide, on a monthly basis, a list of newly hired workers together with notice of each newly hired worker's home department and physical work location.

#73

- 2. The University shall provide the Union with regular reports of accidents and industrial illnesses which occur within the bargaining unit.

#74**3. Additional Data**

The Union may request additional data which the University shall provide to the extent relevant and necessary to the Union's representation responsibilities under this Agreement provided that the University may charge a reasonable fee for requests which require extraordinary processing or staff time. All requests for additional data by the Union must be in writing by the Union President and directed to the Manager of Labor Relations.

#75**I. Bulletin Boards**

The University shall provide the Union space on a reasonable number of bulletin boards not to exceed one hundred (100) in mutually agreeable locations which are reasonably sufficient to permit communication by the Union to all workers. The space provided shall be appropriately labeled for the use of the Union. The space provided may be used by the Union for posting any notice related to legitimate Union business.

#76**J. Use of Interdepartmental Mail**

The Union may use the University interdepartmental mail services in accordance

with University regulations which may be modified from time to time at the University's sole discretion so long as such modification does not discriminate unfairly against the Union.

#77**K. Union Label**

All printed material and items produced for sale off-campus produced by workers at Stanford may, at the University's discretion, bear the Union label (or "bug") as a sign that the work was done by union labor.

#78**L. Special Conferences**

The University and the Union recognize their common interest and concerns regarding numerous matters and their effects on workers, e.g., health and safety, and other issues of mutual interest to the Union and the University including maintenance of appropriate workplace behavior by University and Union representatives. At the written request of either the University or the Union identifying the issue to be discussed, a special conference shall be held between appropriate representatives of the University and the Union. When requested, a special conference shall be held within thirty (30) days of the request. It is understood that no matters discussed or action taken as a result of a special conference shall, in any way, change or alter any of the provisions of this Agreement or the rights or obligations of either party under the terms of this Agreement.

#79**ARTICLE II: STAFF****A. University Seniority****1. Begins**

University seniority is defined as the length of continuous employment, subject to conditions set forth in this Section A., of a worker since his/her most recent employment date with the University as a regular University employee.

#80**2. Ends**

Continuity of service shall be ended by any of the following:

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- a. Resignation;
- b. Not returning to employment at the end of a leave of absence;
- c. Not returning to employment within two (2) years after the date of a permanent layoff;
- d. Separation for just cause or, in the case of a trial period worker, for any cause.

the contractor shall be permitted to determine the required staffing levels.

#85

b. Other

In all other cases in which the University contracts to have work regularly and customarily performed by workers, performed by a contractor, and where layoffs of such workers will directly result, the University shall notify the Union no less than 120 days before the layoff is to take effect. The University shall thereafter, upon request by the Union in writing, meet and bargain concerning the effects of the decision upon the unit.

#85A

- c. In cases where the University's interest in contracting out is based primarily on financial considerations, the University will notify the Union as soon as the tentative decision to contract out has been made. The Union and the University will consult together sufficiently in advance to inform the University's final decision. Specifically, the parties will make a good faith effort to find alternatives that preserve bargaining unit positions. The University will provide the Union with all information relevant to the decision to contract out (including specific cost information). The Union will keep such information confidential and will use it solely for the purposes of the consultations required by this paragraph.

#86

d. Layoff Rights

Any worker laid off from University employment in accordance with the preceding paragraphs and Article IX shall retain the reemployment and severance rights as provided in Article III and Article IX whether or not the worker is employed by the contractor.

#87

2. Work by Non-University Employees

- a. Except as specified above, work regularly and customarily performed by workers shall not be performed by non-University employees to the extent that it directly results in a worker's layoff or removal to a lower classification. If any such incident occurs the worker shall be compensated for any loss in regular pay.

#81

3. Continuity of Service Suspended

Continuity of service will cease to accrue for any period of layoff greater than one (1) year or for a leave of absence greater than six (6) months.

#82

4. Severance Allowance

For workers returning to employment within two (2) years from the date of layoff, seniority only for purposes of calculating a future severance allowance shall start anew from the date of reemployment unless the former severance allowance is repaid in the manner provided by paragraph A.4.e. of Article IX.

#83

5. Equal Seniority

For workers with equal length of continuous service, order of seniority shall be determined by lot.

#84

B. Work Preservation

1. Contracting

a. At the University

In case the University contracts to have work regularly and customarily performed by workers, performed by a contractor on University operated premises, and where layoff of workers would directly result, the University will provide by contract that the contractor is obligated to offer employment at substantially equivalent wages to the workers laid off to the extent that the work created for the contractor by the contract is work which the workers laid off possess the ability to perform without additional training; provided that

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#88

- b. The Union and the University agree that the issue of the utilization by the University of contract labor, service contracts, and temporary employees in carrying out work regularly and customarily performed by workers in the bargaining unit is an appropriate one for discussion between the University and the Union.

There shall be no discrimination effected against any worker because of race, religion, creed, cohabitation, non-disabling handicaps, sexual preference, national origin or heritage, union activities, political activities, age or sex, except where a particular sex or age is a bona fide occupational qualification. Nothing in this Agreement shall be deemed to require the University to employ any individual under age eighteen (18). Nothing in this Agreement shall be construed to limit the University's ability to comply with federal and/or state laws concerning obligations to individuals with disabilities. This provision does not alter or eliminate the rights of workers with disabilities otherwise provided by law.

#89

Upon the Union's written request to discuss a specific instance of the University's use of contract labor, service contracts, and temporary employees to carry out work regularly and customarily performed by workers, the University shall within thirty (30) days arrange a time and meeting place for such discussions to be held. At such discussions the University, to the extent that it is able, will provide the rationale for those utilizations.

#93

2. Affirmative Action

Workers in each department or employing unit shall be permitted to meet each year and participate in drafting recommendations for departmental or employing unit affirmative action goals. They shall have the right to submit these proposals to the head of their department or employing unit (with copies to the University's Affirmative Action Officer and the Union) who will duly consider them in establishing the relevant affirmative action goals. The meetings required to formulate such recommendations may be conducted by a Union representative at a meeting place in a location near their job area. A reasonable amount of work time, scheduled so as not to interfere unnecessarily with operations, shall be allowed for such purpose.

#90

It is understood that the intent of this paragraph is to promote discussion of union concerns in an appropriate forum. In no event, however, does this paragraph alter, amend or modify any term or provision of the Agreement applicable to the University's use of individuals not in the bargaining unit to perform work regularly and customarily performed by workers, nor does it obligate the University to provide any information beyond that specified in this paragraph.

#93A

3. Affirmative Action Committee

- a. The Affirmative Action Committee is a joint University-Union Committee consisting of three (3) representatives selected by the University and three (3) workers selected by the Union. The Union and the University recognize their mutual interest in progress toward achieving the goals of the University Committee on Minority Issues (UCMI) Report. Accordingly, the Affirmative Action Committee shall be responsible to provide recommendations to the President of the Union and the Manager of Labor Relations, for actions that the Committee concludes would be appropriate for the Union and University jointly to undertake toward those goals. In addition, the Committee shall be responsible to (1) exchange information and consult concerning progress and problems experienced in implementing the University's Affirmative Action Program within

#91

C. Worker Rights

Workers shall have, while not at work, the right to express their views on any matter not directly related to their job situation, to petition for the redress of wrongs, to circulate literature and peacefully to assemble, even though their views may be critical of the University; subject to the right of the University to enforce reasonable rules as to the time, place and manner of such activities through the disciplinary process.

#92

D. Equality of Treatment

1. Policy

the bargaining unit generally; and (2) to review periodically existing training programs for workers classified as trainees and formal apprenticeship programs to evaluate their content and make recommendations concerning their improvement. Upon the Committee's request of the Manager of Labor Relations specifying the nature of assistance sought from the Office of Multicultural Development, the Manager of Labor Relations shall consult with that Office concerning its availability and capability to provide the requested assistance and shall respond to the Committee, by the next scheduled meeting.

#93B

- b. The Committee shall discharge these responsibilities in accordance with procedures established by majority vote. Effective January 1, 1989 the Committee shall meet quarterly upon the request of either the Union or the University. Effective January 1, 1990, the Committee may, by majority vote, decide to meet bi-monthly.

#93C

- c. Each party shall notify the other in writing of its designated representatives, and any changes thereto.

#94**E. Search**

The privacy of workers' assigned desks, tool boxes and lockers shall be respected and these areas shall not be searched except for good cause.

#95**F. Vehicles****1. Business**

The University provides and maintains vehicles for use on University business.

#96**2. Private**

No workers shall be required to use their private vehicles on University business. Workers who agree to use their private vehicles on University business shall be reimbursed for tolls and parking fees and mileage at the maximum allowable figure under applicable governmental regulations.

#97**3. Traffic Rules**

No worker shall be required to violate traffic laws or overloading regulations.

#98**4. License**

No worker shall be required as a condition of employment to possess a Class I, Class II or Class III license unless such a license is required by work the worker may be required to perform.

#99**G. Transportation****1. Shuttle Bus**

If the University decides to eliminate shuttle bus service, it shall first notify the Union and meet upon request to consider the impact on the bargaining unit and to explore alternative solutions to minimize the impact.

#100**2. Parking**

- a. Parking fees for workers on campus and at Stanford Medical School are one hundred and fifty six (156) dollars for a "C" permit and four hundred and sixty eight (468) dollars for an "A" permit. There is no fee for workers at SLAC.

#101

- b. The University shall notify the Union thirty (30) calendar days in advance of any proposed change in parking fees to be charged to workers or if all free parking is to be eliminated and will meet with the Union upon request to bargain about possible effects upon the unit.

#102**H. Food**

The University recognizes worker interest in having eating rooms and vending machines convenient to work areas which are remote from alternative eating facilities. If the University wishes to relocate eating rooms or vending machines in such areas in a way which has a substantial impact on the bargaining unit, it shall

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notify the Union and meet upon request to explore means of minimizing the impact.

#103

ARTICLE III: EMPLOYMENT, CLASSIFICATIONS AND TRAINING

A. Job Openings

1. Policy

Nothing in this Article shall restrict the University's right to determine appropriate staffing levels within the bargaining unit generally, or any department, activity or function specifically.

#104

2. Determination of Job Openings

When the University wishes to fill jobs covered by this Agreement, including training positions, it shall follow the provisions of this Section except in the following circumstances:

- a. When a worker is reclassified in the same job per Article III.
- b. When a worker is reassigned within the same department or employing unit because of changing work needs, because of reorganization of existing work, or because of University accommodation of a worker's medical disability.
- c. When a worker is temporarily transferred to another department or employing unit for a period not to exceed four (4) months.
- d. When a worker returns from a leave and is placed in a position in accordance with Article V.
- e. When a worker whose job has been eliminated is transferred to another job opening created by layoff of a lower seniority worker as per Article IX.
- f. When a worker who has failed to perform in his/her current position is reassigned to different responsibilities per Article IX.
- g. Training Program Graduates

When a worker who has completed a training program approved by the Manager of Labor Relations is placed in a job which utilizes skills learned or developed in the training program.

#105

3. Hiring Preferences

- a. The following preferences shall be recognized:

(1) Layoffs

Workers who have been permanently or indefinitely laid off, or given notice of such layoff, shall be accepted for employment in seniority order for any job for which they qualify in the bumping group within the classification held at the time of layoff, or a lower classification within the same series, or any classification in which the worker previously held permanent status if they then possess sufficient skill and ability to perform without additional training (as differentiated from orientation) the actually expected work without substantial impairment of the work group and shall be given preference, if qualified, over transfer and other candidates for other job openings covered by this Agreement unless the position requires unique skills and abilities that the laid off workers do not possess. The worker shall retain this preference for a period of one (1) year after the date of layoff or until the worker has accepted a job within his/her classification or another classification with the same or higher pay range assignment, or until the worker has refused to accept two job offers within the same or equal or higher classification, or has failed to accept, within seven (7) calendar days, a job offered within his/her classification, or has failed to begin work within fourteen (14) calendar days of such offer, whichever occurs first. Effective for workers laid off on or after the effective date of this Agreement, if, at the end of one year from the date of layoff, the worker has not been accepted for employment and has not forfeited the hiring preference provided for herein by refusing to accept two job offers or by failing to begin work after receiving a job offer as described above, the worker's preference shall be extended, upon the worker's written request for such extension to the Manager of Labor Relations, for up to two additional six (6) month periods.

#106

Vacant jobs are posted on the University's Employment website. Workers who do not have convenient access to the website may request, and for as long as the worker retains his/her reemployment preference, the University shall send to the worker's last known address a weekly list of new postings. The worker shall have the right to refuse two (2) jobs prior to losing his/her layoff preference.

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#107

(2) Promotion Candidates

Current workers for whom selection to a job would constitute a promotion are given preference, if qualified, over transfer and other candidates unless another applicant for the position is better qualified. A "promotion" occurs when a worker advances to a job classification with a pay range which is higher than that for his/her previous job classification.

#108

(3) Transfer Candidates

Current workers seeking a transfer are given preference, if qualified, over non-workers unless another applicant for the position is better qualified. A "transfer" occurs when a worker moves from one department or hiring unit to another with the same classification, or a different classification with the same pay range as the previous classification, or to a different classification with a lower pay range than the previous classification.

#109

b. Other Priorities

When candidates for a position are equally qualified and entitled to the same layoff, promotional, or transfer preferences, the University shall, in making the hiring decision, also consider relative University seniority and whether or not the selection of one or more of the candidates would contribute significantly to an unfilled affirmative action goal.

#110

c. Bids (Until February 29, 2004)

This paragraph will remain in effect through February 29, 2004. No worker shall be entitled to any of the preferences described above unless he/she submits, within the minimum posting period, to the University's designated personnel office a newly completely job application or a copy of an application no more than six (6) months old and a completed bid form mutually agreed upon by the University and the Union, for the position for which the worker wishes to be considered. If a worker has submitted a bid in accordance with this paragraph, he/she shall be entitled to receive written notice if he/she is not awarded the position. Such written notice shall give the

reason(s) why the worker was not awarded the position. If the reason the worker was not awarded the position is that he/she did not meet minimum qualifications, the worker may make a request to the Human Resources Officer (HRO) of the hiring department, division, or school for suggestions of steps he/she may take in order to become minimally qualified. In such cases, the HRO shall respond to the worker within thirty (30) days.

c. Bids (Starting March 1, 2004)

This paragraph will be effective March 1, 2004. No worker shall be entitled to any of the preferences described above unless he/she submits, within the minimum posting period, to the University's Office of Staff Employment a newly completed job application (or resume, if the application is made on line) or a copy of an application no more than six (6) months old. The application and the resume will include a place for the worker to claim if she/he claims a preference and, if so, which one(s). If a worker has submitted an application or resume with a preference claimed in accordance with this paragraph, he/she shall be entitled to receive written notice if he/she is not awarded the position. Such written notice shall give the reason(s) why the worker was not awarded the position. If the reason the worker was not awarded the position is that he/she did not meet minimum qualifications, the worker may make a request to the Human Resources Officer (HRO) of the hiring department, division, or school for suggestions of steps he/she may take in order to become minimally qualified. In such case, the HRO shall respond to the worker within thirty (30) days.

#111

4. Classification of Vacancies

The University shall determine the classification and starting salary for each opening provided that the classification and salary shall be consistent with the requirements of Article III.B.

#112

5. Posting**a. Exposure**

All job openings shall be sent to the Union, by mail, facsimile transmission, or by electronic mail in addition to the posting by the administration. All unit job openings shall be posted for at least ten (10) working days before they are filled. Although the University shall make a good faith

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effort to post the availability of openings widely, the University shall be deemed to have satisfied its posting obligations when the position has been posted at the central personnel office responsible for employment screening for the department within which the vacancy exists. No posting minimum shall be required for a job if the position is or will become vacant due to the resignation of a worker who has given his/her supervisor less than ten (10) working days' notice. The University will encourage operational units within the University to post available vacancies within the operational unit whenever practicable.

#113

b. Content

Each unit job opening description posted shall include the job classification title, pay range, working title, if available, a brief but thorough job description, anticipated shifts, required licenses and other pertinent data.

#114

c. Voided Posting

Nothing shall require the University to fill a position which has been posted as long as this provision is not used to discriminate against workers in violation of Article II, Section D.

#115

6. Hiring**a. Qualifications**

Nothing shall restrict the University's right to determine the qualifications which are required for a particular job, but such decisions and judgments under this Article shall be made in good faith.

#116

b. Polygraphs

No worker shall be asked by the University to submit to a polygraph or similar test; provided that this prohibition shall not extend to requests from members of the University Department of Public Safety while acting in their capacity as peace officers.

#117

c. Tests

All tests used by the University for the purpose of filling unit jobs openings may be reviewed by the Union.

#118

7. Trial Period**a. Scope**

Only newly hired workers shall serve a trial period beginning with the first day of hire for any position covered by this Agreement.

#119

b. Length

The trial period shall be three (3) months long, with no more than two (2) extensions of one (1) month each, unless the Union and the University mutually agree to a further one (1) month extension. If the University extends the trial period, the Manager of Labor Relations shall notify the Union in writing within five (5) working days after the date the trial period was scheduled to conclude.

#120

c. Separation

During the trial period, a worker may be terminated at any time at the University's sole discretion and the University's decision shall not be subject to review under any provision of this Agreement. Such a trial period worker shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice unless the termination was considered to be for gross misconduct. The notice period may fall outside the trial period and shall include all accrued vacation. If the worker, upon notice of termination, requests the presence of a steward, the supervisor will arrange for the steward to be present to discuss the decision.

#121

B. Job Classifications

1. The parties understand that in agreeing to provisions in this Section they have not intended to commit the University to maintain employment in the classifications indicated, to continue to do any kind of work or to do it in a particular kind of way, or to employ any individual for a minimum number of hours. To the extent the parties have reached agreement on these subjects, such agreements recorded elsewhere in this Agreement.

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#122

2. Classification Policy**a. Purpose**

A central purpose for the establishment of job classifications is to provide a means of achieving equal pay for equal work within the bargaining unit. A classification system also is useful for recruitment, training and career planning in that it aids in the placement of workers in jobs which properly utilize their experience and skills, assists in career planning by helping to identify promotional opportunities and helps to establish goals for evaluation and training to aid the growth of workers in their jobs.

#123

b. Job Description

It is important to the classification system for each job to be accurately described. Although one function of an individual job description is to assist in determining the job classification assignment, in any controversy concerning job classification, the worker's job description shall be evidence, but not conclusive evidence, of the tasks and responsibilities regularly performed. No individual job description, whether or not agreed to by the University, shall be deemed to restrict the University's ultimate right to assign work.

#124

3. Job Descriptions

Since it is the University's ultimate responsibility to determine work assignments, and change them from time to time in accordance with changing needs or circumstances, each worker shall have a written job description from his/her supervisor.

#125

a. Content

Content of the job description is not intended to set forth all of the details of the job but shall describe in general terms the following: the characteristic tasks and their frequencies; special skills, knowledge or training required, including tools or equipment used; functional relationship to other workers and users of the product or service involved; planning, scheduling, assigning or overseeing work of

others; level of responsibility including the method and frequency with which work performed is reviewed or priorities set; and unusual working conditions.

#126

b. Preparation**(1) Initial**

The supervisor shall supply each worker an initial job description in the manner and time as provided in c. Frequency below. The worker then reviews the initial job description and revises it in light of his/her knowledge of the job. The worker then discusses any differences with the supervisor to achieve agreement. The worker may involve his/her steward in these discussions. A joint job description is one which both worker and supervisor agree adequately describes the job regularly done.

#127

- (2) If there is an unresolved disagreement between the worker and the supervisor concerning how to describe accurately the job assigned by the supervisor, the worker may append to the description a statement of his/her points of disagreement with the description. The University shall send a copy of each job description and the worker's appended statement, if any, to the Union.

#128

c. Frequency**(1) Original**

Each newly hired worker shall be given an initial job description within ninety (90) calendar days after starting work.

#129

(2) Amendments

The job description shall be amended whenever work assignments are changed on a permanent basis so as to differ significantly from the joint job description on file. The worker may initiate an amendment to his/her job description if the supervisor has failed to do so, or if the supervisor believes the original description remains adequate. An amended job description shall be prepared as in Section b. above, unless the amendment is initiated by the worker, and a copy of the amended description shall be provided to the worker.

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Workers shall receive a copy of their current job description at the time of an annual or other periodic performance appraisal or at another reasonable time after request to the supervisor.

#130**4. Establishment of Job Classifications**

A job classification is a collection of individual jobs for which tasks and responsibilities are sufficiently similar to warrant the same pay range.

#131**a. Scope and Level**

Jobs of a similar kind with a common function, product or service (called "scope") are organized into a series of job classifications where the significant difference (called "level") between classifications in the series is level of skill and responsibility. The parties agree that, for the purposes of any grievance or arbitration under this Agreement, the classifications established or continued with the execution of this Agreement are properly constituted both as to scope and level in accordance with this provision.

#132**b. Classification Title**

Classification titles (and their codes) for all workers are listed in Appendix A. The pay ranges for each classification title are also listed in Appendix A. If written classification specifications as defined below exist, the classification title in Appendix A will so designate.

#133**c. Classification Specifications**

- (1) Written classification specifications, as they exist, for classification titles listed in Appendix A are so designated. Those current or newly established specify in general terms the characteristic tasks, responsibilities, and qualifications of the jobs so classified. The parties understand that the specifications do not set forth all the duties, responsibilities or qualifications for individual jobs so classified.

#133A

- (2) During the term of this Agreement, for each current classification specification issued by the University prior to January 1, 1984, in which in excess of three workers are currently employed, the University will review the jobs covered by job specification and determine whether or not it will issue a changed specification. Notice of issuance of changed specification of any classification shall be provided pursuant to d. below.

#133B

- (3) Within sixty (60) days of execution of this Agreement, the University will inform the Union in writing of its planned schedule and priority for transmitting to the Union an initial specification for those existing classifications in which in excess of three workers are employed and no specification exists.

#134**d. Changes**

The University may alter the title and/or the specification and/or the pay range assigned, or transmit an initial specification, for any existing classification, but the University shall notify the Union in writing at least ten (10) working days prior to implementation, including the University's proposed reallocation of pay ranges, if the University is proposing reallocation. The University may establish a new classification title, specification and pay range assignment upon the same written notice. Said notice to be clearly marked: Classification Notice - See Article III.B.4. of Contract.

#135**(1) Discussions**

Upon notification of a proposed new job classification title and specification and pay range assignment, or a changed specification or pay range assignment for an existing classification, the Union may request a meeting to discuss the classification in question, provided that if the Union has not requested a meeting within five (5) working days the Union will be deemed to have assented to the University action as proposed. If the Union requests a meeting, the proposed change will become

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effective as proposed but any resolution of the range assignment question shall be retroactive to the effective date of the change.

#136**(2) Disagreements**

If agreement is not reached within fifteen (15) calendar days of the Union's request for discussions, the Union may grieve in accordance with Article I, provided that if the Union fails to grieve by the fifteenth (15th) day the matter shall be deemed to be resolved in accordance with the University's initial proposal.

#137**(3) Arbitration of Range Assignments for New or Changed Classifications**

Any arbitration of range assignments assigned by the University to a new classification or to an existing classification for which the University has notified the Union of an initial specification and/or has altered the title and/or specification and/or pay range after notice pursuant to d.(1) above, shall be limited to the following issues and the Union shall have the burden of persuasion:

- (a) Has the range assignment resulted in a reduced base wage rate for any worker employed in the classification at the time of initial notification?
- (i) If the answer is no, the range assignment shall not be subject to further review under this Agreement.
- (ii) If the answer is yes, the issue shall be:
- (b) Is the range assignment for the new or changed classification unreasonable when compared with the range assignments of similar classifications covered by this Agreement?
- (i) If the answer is no, the range assignment shall not be subject to further review under this Agreement.
- (ii) If the answer is yes, the worker's wage rate shall not be reduced as a result of the new wage range.

#138**5. Individual Job Classification Assignments**

The University shall determine individual job classification assignments in the first instance and review and correct such determinations from

time to time as it deems appropriate, provided that such determinations may be reviewed in accordance with the provisions of this Section. A job may be permanently classified in two (2) or more classifications but the classifications must be in different series.

#139**a. Review of Individual Job Classifications**

Individual job classification assignments shall be subject to review only to the extent that the content of the job has changed substantially subsequent to the execution of this Agreement, or when the established specification for the classification within which the job is classified is changed to exclude the job in question. Whenever a worker believes they are misclassified, they may submit a request for review to the Manager of Labor Relations or request the Union to submit a request on their behalf. The request shall be deemed to have been filed on the day of receipt by the Manager of Labor Relations and must include a copy of the employee's current joint job description. If the worker believes that the current joint job description does not accurately reflect their current responsibilities, they shall append an additional statement describing in what way the description is inaccurate or incomplete. The Manager of Labor Relations shall transmit a copy of the request to the Union unless the Union originated the request. In ten (10) working days or less the University shall notify the worker and the Union (or the Union only if the Union originated the request), of the anticipated completion date which shall not exceed three (3) calendar months from the date the review request was filed.

#140**b. Review**

The University shall review, in consultation with the Union if requested by the Union, the appropriateness of the classification and the Manager of Labor Relations shall communicate in writing the results of the review to the worker with a copy to the Union. The effective date of a classification change because of a review request should be the approximate date that the nature of the work performed changed, but shall be no later than the date the request was filed. In any event both parties agree that the University has no obligation to make a classification change effective prior to one hundred twenty (120) calendar days before the date the request was filed.

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#141

c. Grievance

If the worker or the Union does not accept the classification review determination, or if there is no response by the anticipated completion date, and a grievance is filed, the grievance shall be started at step two (2). The time limit of the University's liability specified in Article I.C.10.b shall be one hundred twenty (120) calendar days before the filing of the classification review request.

#142

d. Arbitration

Any arbitration under this Section shall be limited to the following questions and the Union shall have the burden of persuasion:

- (1) Has there been a significant change in job content subsequent to the execution of the Agreement?
- (2) If the answer is yes, is the University's determination of the individual's job classification unreasonable or inappropriate?
- (3) If the answer to question (2) is yes, the arbitrator may require that the University determine an appropriate classification.

#143

C. Training and Development**1. Required Training**

Any training which the University requires of workers in order to remain current and proficient in their jobs shall be at the University's expense and all time spent on such required training shall be considered working time.

#144

2. Voluntary Training Programs

- a. The University supports job oriented staff training and development through financial assistance for approved course work and on-the-job training programs as provided in this Section.

#145

b. Financial Assistance for Approved Courses

- (1) A worker who wishes to take a course for which they seek complete or partial payment from the University must first complete a University application requesting certification from his/her supervisor that the course will:
 - (a) Enhance the worker's effectiveness to the department in performing his/her current work assignments;
 - (b) Prepare the worker through a planned development program for effective performance of work assignments for which there is a projected future need in the University; and
 - (c) Not conflict with essential schedules work and staffing requirements.

The issuance or denial of such a request for certification is within the sole discretion of the supervisor provided, however, that denial of a request shall not be arbitrary or capricious. Upon certification by the supervisor the request will be forwarded to the Manager of Labor Relations who may either approve or deny the request.

#146

- (2) Payment of tuition and registration fees by the University will be made directly to the institution in which the course will be taken. Any payment made by the University prior to satisfactory completion of a course by a worker is made with the provision that the worker will complete the course with at least a passing grade. If the worker fails to receive a passing grade, the worker must either take the course over again with no additional assistance from the University, or repay the University the amount advanced by the University prior to receiving any other training assistance. A copy of the certificate of satisfactory completion of the course must be submitted to the Manager of Labor Relations as evidence of satisfying the requirement that the worker passed the course.

#147

c. Time Off From Regular Work Assignments

- (1) A worker may request time off with pay from regular work assignments up to a maximum of five (5) hours per week if:
 - (a) The approved course is not available at a time outside of the worker's normal work schedule and at a location within reasonable distance of the worker's home; and

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- (b) The required time off does not conflict with essential scheduled work and staffing assignments.

#148

- (2) The decision to approve or deny a request for time off with pay is within the sole discretion of the University provided, however, that denial shall not be arbitrary or capricious.

#149

d. On-The-Job-Training

- (1) When, in the University's judgment, it is necessary or desirable to hire or promote a worker who lacks the necessary training or experience to qualify for a particular job classification, the University may establish an on-the-job training program designed to help the worker qualify for the position through a combination of developmental work assignments, coaching and supplemental courses.

#150

- (2) Each individual program shall be reduced to writing and shall include but shall not be limited to the following:
- (a) The objectives of the program including the skills and knowledge to be acquired;
 - (b) The steps necessary for the worker to complete the training;
 - (c) Specific review periods; and
 - (d) The initial compensation level and requirements for advancement in accordance with Article VI, Paragraph B.2.

#151

3. Establishment of Apprenticeship Programs**a. Submission to Committee**

Before the University establishes new apprenticeship programs, each such program must first be submitted for evaluation and recommendation to a local apprenticeship committee in the area where the apprenticeship is being proposed. The local committee shall be established as provided below.

#152

b. Composition and Appointment

The University shall appoint three (3) representatives. The Union shall appoint three (3) workers to the committee, at least two (2) from the craft in which the apprenticeship program is being established. A local committee will be disestablished whenever either the University or the Union advises the other of its desire to do so.

#153

ARTICLE IV: HOURS AND PREMIUM PAY**A. Changes in Regular Schedules**

Whenever, pursuant to this Article or any other article of this Agreement, management exercises its right to determine operational need, and a supervisor has stated that any of his/her decisions, judgments, and/or actions are based upon operational need, the supervisor, if requested, shall at the time requested, explain the nature of the operational need. If the Union submits to the appropriate Human Resources Officer (HRO) a written request that the nature of the operational need be put in writing, the HRO will submit such writing to the Union within five (5) working days.

The procedure for determining changes in regular starting and quitting times, regular meal times, regular shift assignments, and the regular work week shall be (except in emergencies or when circumstances do not permit sufficient time), as follows:

#154

1. Initially supervision shall determine its operational needs and prepare a schedule which may include assignments designed to meet those needs.

#155

2. The workers involved shall be given the schedule and allowed a reasonable opportunity to consult among themselves and with their steward, if they so desire, and then either complete the schedule or submit any proposed alternative to their assignments.

#156

3. Where the change is substantial, and involves a substantial number of workers, the steward will be notified at the time that the initial schedule is submitted to workers.

Stanford/USW Agreement, September 1, 2003**#157**

4. If the workers complete the schedule or propose changes in the assignments, University representatives and the workers shall attempt to reach agreement on a work schedule which is consistent with operational needs, worker preferences and efficiency, but if agreement cannot be reached, operations shall proceed as scheduled.

#158

5. Disputes over scheduling may be processed in the grievance procedure; however, in research projects, where the question of operational needs concerns scientific or experimental objectives and is one which requires expert judgment, the determination of the responsible authority on the project will not be overturned except upon a showing that their determination is arbitrary or capricious.

#158A

6. Whenever possible, except in cases of unforeseen operational needs or emergency, a worker shall be provided with a minimum of thirty (30) calendar days notice of any change in regular schedule initiated by management. This notice must include the actual schedule change proposed.

#159

Where schedules vary in recurring cycles within which shift assignments and starting times are established, such variations are not considered changes in regular schedules as provided in paragraph A above. A scheduled change in a regular schedule may be delayed or advanced due to unforeseeable operational difficulties or developments and the delay or advancement will not be an additional change for purposes of paragraph A above.

#160**B. Workday****1. Breaks****a. Meal Breaks****(1) Regular**

There will be a regularly scheduled meal break of from one-half (1/2) to one (1) hour during each workday.

#161**(2) Frequency**

Except in emergencies the supervisor shall not require that a meal break be more than five (5) hours after the start of the work day, or more than five (5) hours after the most recent meal break.

#162**(3) Working on the Meal Break**

The regular meal periods shall not be paid time unless the University, because of the nature of the work, requires an on-duty meal period which shall be with pay. An on-duty meal period is with pay because of the continuing work requirements or other work-related interruptions to the meal period which may occur. A worker who, in an emergency, is required by a supervisor to work during a scheduled non-paid meal period, will be paid his/her regular rate with the overtime premium added for the meal period worked if the deferred meal period begins more than five (5) hours after the start of the work day or more than five (5) hours after the most recent meal break, but not paid otherwise.

#163**(4) Meals on Overtime**

Workers working overtime who are required to delay the beginning of a meal until more than five (5) hours after the start of the work day, or more than five (5) hours after the most recent meal break, shall have a paid meal break of no more than thirty (30) minutes, unless the worker agrees to skip the meal period in order to end the workday earlier.

#164**b. Rest Breaks**

The supervisor shall schedule paid rest breaks approximately in the middle of each half-day work period. In certain jobs which from time to time require work under high stress, there may 213be, during such period of high stress a five-minute break every hour, instead. The rest break period shall be based on the total hours of work daily at the rate of fifteen (15) minutes per four (4) hour work period. A rest period need not be provided for workers whose total daily work is less than three (3) hours. All rest period time shall be counted as hours worked for which there shall be no deduction from wages. It is specifically understood that break time under this

Stanford/USW Agreement, September 1, 2003**3. Shift Restrictions****a. Prohibited Shifts**

At least eleven (11) hours shall elapse between the end of one regularly scheduled shift and the beginning of the next for each worker, except in the case of a shift change or rotation when the interval shall be at least eight (8) hours.

#172

b. Quick Shift

Any worker required to start another shift with less than twelve (12) hours between shifts will have the super-time premium added for the second shift, called a quick shift.

#173

c. Rotating Shifts

Any worker working rotating shifts required to change shifts more than twice in any rolling two (2) week period shall be paid the regular rate with the super-time premium added for the first shift worked after the third shift change. For purposes of this paragraph overtime, working an extra shift, and/or call-back does not constitute a shift change.

#174

D. Overtime and Callback Work**1. Scheduling of Overtime and Standby**

- a. Except in cases which cannot reasonably be anticipated, workers shall receive at least twenty-four (24) hours notice of overtime and standby assignments.

#175

- b. Before compelling overtime of any worker who does not desire it, supervision shall exhaust, to the extent reasonably practicable under the circumstances, the pool of those workers who possess sufficient skill and ability to perform the work in question and who desire overtime assignments.

#176

- c. Where this is not practicable, overtime may be required when the need of supervision outweighs the competing need of the worker.

#177

- d. Where overtime is required over objection, the worker shall be told at the time the reasons overtime is to be required of him or her.

#178

- e. This same procedure shall be followed in scheduling standby assignments.

#179

2. Daily Overtime

All hours worked over eight (8) hours in a single workday shall be paid at the regular rate with the overtime premium added except that, in non-emergency situations, all hours worked in excess of twelve (12) in any workday or in excess of ten (10) on the seventh (7th) consecutive day of work in the workweek shall be paid at the regular rate with the double time premium added. (As used in this Agreement an emergency is an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate work to be performed in the protection of life or property from loss or destruction including any unavoidable or unpredictable work necessary to preserve health or safety or to meet service obligations or to control conditions beyond the University's control.) No worker shall be required to work more than sixteen (16) hours consecutively (not including unpaid meal breaks) in any workday.

#179A

Make-Up Time – At the written request of the worker, and with the approval of the supervisor, the worker may schedule time off and make up the lost time by working more than eight (8), but not more than eleven (11), hours in one (1) day, with the understanding that no overtime or other premium will be paid unless the total number of hours worked in any one (1) work week exceeds forty (40). If the supervisor compels the worker to work more than eight (8) hours in one day, beyond any request for flexible schedule by the employee, then the employee is due the overtime premium. Make-up time must be completed in the same work week as the lost time was incurred. A worker's request to utilize this provision shall not be unreasonably denied.

#180

3. Weekly Overtime

All hours worked over forty (40) hours in a single workweek shall be paid at the regular rate with the overtime premium added.

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#181

4. Hours Worked

For purposes of overtime calculation, hours worked shall include time actually worked, paid time off and compensatory time off, but shall not include any time for which the overtime premium or the double time premium has already been paid.

#182

5. Errors in Overtime Assignment

The opportunity for work shall be distributed as equitably as is reasonably practical among workers normally performing the work in the same work group. In the event assignment of work normally performed by workers in such work group would generate overtime premium pay for both workers and nonworkers, the University will attempt to offer the assignment to a worker first, whenever practical. Any errors in the distribution of overtime hours shall be adjusted by the University through the priority assignment of comparable future work, when available, to the worker who was erroneously deprived of such work.

#183

6. Minimum Overtime

Whenever a worker is requested to work beyond the end of his/her shift, all time paid shall be rounded up to the nearest quarter-hour.

#184

7. Compensatory Time Off

Except where precluded by law, workers may request compensatory time and one-half off during any semi-monthly pay period in lieu of pay for overtime due to them during the same pay period. Because of the wage and hour laws, if a worker does not want time off during the same pay period they worked overtime, they must receive payment for the overtime rather than take time off at a later date.

#185

8. Callback

Workers required to return to work for emergency non-scheduled overtime after having left the premises so as to require an additional

trip to work over and above that required by their regular schedule shall be paid for a minimum of four (4) hours work time but shall not be compensated for travel time.

#186

E. Standby Duty and Beeper Duty

Standby duty is the requirement to remain immediately available to perform work when called but shall not include the requirement to carry a beeper and remain within beeper range. Workers assigned to standby duty shall receive 50% of their base pay for hours assigned to standby duty but not at work.

#186A

Workers assigned to carry a beeper and remain within beeper range shall, for each pay period beginning January 1, 1989, receive pay of 5% of their base wage rate for hours so assigned during said period, but not at work.

#187

F. Pyramiding of Premiums

Except as explicitly provided in paragraph D.2 (Daily overtime) above, this Article shall not be applied to require compensation greater than one and one-half (1-1/2) times a worker's regular hourly rate for any period worked.

#188

ARTICLE V: LEAVES**A. Holidays****1. Holiday Observance**

Except as otherwise provided in this Section A, each worker shall have time off with pay for the days designated by the University for the observance of the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Thanksgiving Day

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- h. The Friday after Thanksgiving Day
- i. The day before Christmas
- j. Christmas Day
- k. A floating holiday, which may be used to observe the Worker's Birthday or alternatively, any other workday mutually agreed upon by the worker and their supervisor within the year beginning January 1 and ending December 31. If the holiday is not used within that one year period, it does not carry over to any subsequent year. If the worker leaves the University during the year, and the floating holiday has not been used, the worker's final pay will include the cash value of the unused floating holiday,
- l. Saturday/Sunday Holidays: Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday.

#189

2. Holiday Pay

Each full-time worker shall be paid as holiday pay their regular rate of pay for their regularly scheduled non-overtime working hours. For workers working less than full time, the time paid shall be the average number of straight-time hours worked during the work week within which the day of holiday observance falls or the number of straight-time hours scheduled for the day of holiday observance, whichever is greater.

#190

3. Other Paid Leaves

Holidays which fall within a period of other paid leave shall be paid as holidays and do not count towards the other paid leave.

#191

4. Unpaid Leaves

No worker shall receive holiday pay if he/she is on leave without pay status, with or without permission, on either the workday immediately preceding or following the holiday. A worker on temporary or seasonal layoff shall receive pay for holidays which occur in layoff periods which do not exceed twenty-five (25) calendar days. Workers on temporary or seasonal layoff for the normal Christmas-New Years period shall receive holiday pay for the day before Christmas, Christmas and New Year's day.

#192

5. Holidays on Days Off for Full-Time Workers

When a day of holiday observance falls on a full-time worker's scheduled day off, and he/she does not work that day, then the full-time worker shall have the option of taking another day off or an additional day's pay at time and one-half the regular rate. For workers on rotating shifts, the regular rate for purposes of computing the additional day's pay shall be the worker's regular rate for either the last day worked before the day of holiday observance or the first day worked after the day of holiday observance, whichever rate is higher. The other day off, if selected, shall be mutually agreed upon between the full-time worker and his/her supervisor and shall fall within the period fifteen (15) days before and fifteen (15) days after the day of holiday observance.

#193

6. Working on Holidays

Any worker whose job is operating on a day of holiday observance can be required to work on that day. The University may fill any additional operational needs in accordance with the provisions for assignment of overtime work as specified in Article IV.

#194

7. Holiday Work Pay

Workers working on a day of holiday observance shall have the option of taking another day off, or pay at time and one-half for hours worked in addition to the holiday pay. The other day off, if selected, shall be mutually agreed upon between the worker and his/her supervisor, and shall fall within the period fifteen (15) days before and fifteen (15) days after the day of holiday observance.

#196

B. Vacations**1. Eligibility**

Workers who have completed their trial period are entitled to vacation leave with pay in accordance with this Section. Workers may not take vacation leave during their trial period but are, if terminated during the trial period, entitled to vacation leave or payment for vacation

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accrued upon termination as provided in paragraph III.A.7.c.

#197

2. Accrual

Vacation is accrued for periods worked or for periods not worked for which vacation leave or sick leave is granted. Vacation is not accrued for periods of leave without pay, Long Term Disability coverage and terminal vacation.

#198

3. Amount

Upon execution of this Agreement, the amount of vacation earned by full-time workers and the rate of accrual is provided by this paragraph. Workers working less than full time in any month shall accrue vacation for that month at a percentage of the applicable full-time rate corresponding to the percentage of a full-time schedule worked during the month in question. Workers accruing vacation prior to execution of this Agreement at a rate higher than provided by this paragraph shall retain their rate of accrual until eligible for an increased accrual rate as provided below:

Years of University Seniority Employment	Days of Vacation Earned per Year of Full-Time Employment	Hours Accrued per Month of Full-Time
Less than 1 year	10 days	6 2/3 hours
1 thru 4 years	15 days	10 hours
5 thru 9 years	17 days	11 1/3 hours
10 thru 14 years	22 days	14 2/3 hours
15 years and up	24 days	16 hours

#199

4. Use of Vacation

Except as provided below, vacation time earned must be taken as time off to maintain straight time base pay and not as additional wages while working or excused from work with pay. Workers who work on a regular basis on either the swing shift or the owl shift (not rotating) as defined in Article IV.C.2.a., or workers who work on a rotating swing or owl shift for a period lasting at least four (4) months, will be paid for time taken off as vacation at their premium pay level as set forth in Article VI.D. Vacation time earned should be taken each year if possible. Workers with up to ten (10) years of University seniority may accumulate up to a maximum of 45 working days. Workers with ten (10) or more years of University seniority may accumulate up to sixty

(60) days of accrued vacation. Days of vacation cease to accrue when the maximum has been reached. If scheduled work or staffing requirements prohibit the University from granting vacation to a worker prior to his or her vacation accrual reaching the maximum, then that worker shall continue to accrue vacation until vacation can be granted or for three months beyond the date the maximum accrual was reached, whichever comes first. A worker, upon retirement, may choose payment of any unused vacation by electing either (1) a lump sum payment or (2) terminal vacation. Otherwise, workers whose employment terminates receive lump sum payment for unused vacation.

#200

5. Vacation Scheduling

The procedure for determining vacation schedules shall be as follows:

a. Supervisor's Needs

Supervisors will post, at an appropriate time, a vacation schedule form, indicating the operational needs of the group in question for vacation purposes.

#201

b. Scheduling

The workers shall then be given an opportunity to consult among themselves and to formulate their own vacation schedule to the extent vacation leave will have accrued. If the workers have been unable to agree upon a schedule within one week, the University shall resolve any continuing disagreements provided the University's decisions are not unreasonable. Seniority shall be the primary consideration in vacation scheduling.

#202

c. Alterations

The University may alter the workers' schedules only where operational needs require it to do so. In the event the schedule is altered, the workers may request a meeting with the supervisor to discuss the altered schedule. A steward may be present at the workers' request. However, in research projects, where the question of operational needs concerns scientific or experimental objectives and is one which requires expert judgment, the determination of the responsible authority on the project will not be overturned except upon a showing that his/her determination is arbitrary or capricious. In any event if operational needs require a change

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in a worker's approved vacation schedule, he/she shall be permitted to reschedule the vacation leave denied within the month following the period for which it was originally scheduled. Requests for unscheduled vacation must be submitted to the worker's supervisor and are subject to approval of the supervisor.

#202A

- a. Requests for vacation not scheduled in 201 above must be submitted to the worker's supervisor and are subject to approval of the supervisor. However, they shall not be denied arbitrarily and capriciously and, where unforeseeable or unchangeable events require the worker's use of vacation, every reasonable effort shall be made to meet the request.

#203**C. Sick Leave****1. Amount**

Full-time workers accrue sick leave of twelve (12) working days per year at the rate of eight (8) hours per calendar month of full-time work. Workers working less than full-time in any month accrue sick leave for that month at a percentage of the full-time accrual rate corresponding to the percentage of a full-time schedule worked. Sick leave is credited at the beginning of each month of service, with an adjustment at the end of the month when the actual accrual is different than was anticipated.

#204**2. No Limit**

Unused sick leave may be accrued for future use, with no maximum limit on the amount.

#205**3. Use of Sick Leave**

Sick leave may be used to maintain straight-time base pay for the worker's scheduled number of straight-time working hours only in the following circumstances:

#206**a. Medically Unable**

When the worker is ill, injured or otherwise medically unable to perform his/her assigned work.

#207**b. Close Family**

When serious illness in the worker's close family requires the worker's absence to care for the ill family member, the worker may take sick leave of up to ten (10) working days in any year. If a worker has exhausted the allotted ten days per year, and serious illness in the worker's close family further requires the worker's absence to care for the ill family member, additional accrued sick leave may be granted not to exceed five (5) additional days per year. The worker's "close family" is limited to the worker's spouse, children, parents, parents-in-law, step-parents, parent surrogate, brothers or sisters, grandparents or grandchildren, same gender domestic partner, or other dependent family member living in the worker's household.

#208**c. Medical Visits**

Visits to a doctor, dentist or other medical practitioner, or to donate blood.

#209**d. Abuse and Misuse**

The Union and the University agree that sick leave shall not be abused or misused by workers.

#210**4. Confirmation**

The University may take reasonable steps to determine whether or not a claim for paid sick leave is valid. In the event that facts and circumstances indicate that a worker may not be eligible for paid sick leave as claimed, evidence of eligibility may be required. A physician's statement is such evidence, but will not be a mandatory requirement necessary to receive sick pay unless other evidence is not satisfactory.

#211**5. Notice**

In order to draw sick pay, a worker shall make every effort to notify his/her supervisor prior to the scheduled starting time each day unless the worker is able to advise the supervisor of the

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specific anticipated duration of the absence on the first day of illness. If the duration of the illness is not confirmed by a physician's certificate and is to last more than three (3) working days, the worker shall notify his/her supervisor on the fourth day away from work of the anticipated date of return. If a worker becomes seriously ill while on vacation leave, the period of absence from work while seriously ill may be changed to sick leave, provided the worker notifies his/her supervisor during the period of illness or, if out of the area, submits sufficient evidence of the illness upon return to the area.

#212

6. Separation from Employment

Upon separation from employment, including retirement, sick leave cannot be converted to vacation leave, or otherwise paid to a worker, unless disability is the reason for termination, in which case sick leave will be paid.

#213

D. Other Leaves**1. General Conditions****a. Requests**

All requests for leaves of absence must be in writing and for fixed periods, with beginning and ending dates. A worker who wishes to extend his/her leave of absence period must submit a new request for an extension with a new ending date to his/her department head before the leave period has expired. The University may separate from employment any worker who does not return to work at the end of his/her leave period (except as otherwise provided); and such a separation will be deemed a resignation. No approval of a request for a total leave of absence longer than six (6) months is valid without the express written approval of the Manager of Labor Relations. Leaves beyond one (1) year may be granted due to special or unusual circumstances. Workers may request leaves of absence for any purpose including to work for the Union. Approval of such requests for leave are completely at the discretion of the University, however, and any approval of such a request shall not be deemed a precedent for the disposition of any future requests. The denial of a leave request shall not be arbitrary or capricious.

#214

b. Pay

No leave of absence shall be with pay unless the University expressly grants a leave of absence with pay. Any worker may request an authorized leave of absence without pay. Such requests must be in writing.

#215

c. Support

Workers on approved leave of absence status provided under this Article may continue insurance coverage benefits provided under Article VIII, University Benefits, to the extent permitted by each individual plan, but such benefit continuation shall be at the worker's own expense. The worker must make arrangements with the appropriate personnel office to make necessary payments while on leave. In the event the worker does not elect to make direct payments while on leave, he/she is considered a new worker for purposes of determining eligibility for all other University benefits described in Article VIII when he/she returns to work.

#216

d. Vacation Accrual

Workers do not accrue vacation while on unpaid leave.

#217

e. Right to a Job

Any worker whose request for leave of absence has been approved shall be guaranteed upon the end of the authorized leave period that he/she may return to the same job or, at the University's discretion, to a job substantially equivalent to the job held at the time the request for leave of absence was approved, unless the job itself is eliminated during the period of leave due to a curtailment of operations or a reduction in force, or unless the worker is medically unable to perform the same work. In any case, the returning rate of pay shall be at least equal to the leaving rate of pay, plus intervening general increases, provided the worker is medically able to perform the same work.

#218

f. Layoff

If a layoff occurs in the department during the worker's leave, layoff criteria, as specified in

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Article IX, will be applied to all workers, including the worker on leave, who will not be penalized for being on leave during the period of layoff decisions. A worker whose job has been eliminated shall have the same re-employment rights as provided in Article III as are available to other workers.

#219**2. Maternity Leave****a. Childbirth**

All women workers covered by this Agreement are eligible for childbirth leave. The leave is granted at the request of the worker, for the period of time during which she is incapable of performing her job effectively because of disability due to normal pregnancy, delivery, or post-childbirth recovery. The leave extends until such time as the worker is capable of working once more, but should not extend past the sixth week following the date of delivery, unless family leave is taken.

#220**(1) Notice**

Supervisors may request a written notification of the need for leave from the worker, identifying anticipated date of leave and date of return from leave.

#221**(2) Use of Sick and Vacation Pay**

The worker may charge against accrued sick leave the number of days in which she is medically unable to work. Vacation may be used during childbirth leave. The remaining portions of this leave are without pay.

#222**(3) Disability Leave**

If medical complications of normal pregnancy and delivery incapacitate the worker for the purposes of work after the agreed-upon date of return to work, the situation is treated as any other medical disability incurred by workers covered by this Agreement.

#223**3. Family Leave**

Workers who are employed under this Agreement either for at least one year or for at least 1250 hours of service during the year preceding the family leave of absence will be assured of up to 12 weeks unpaid leave during any 12-month period, provided that written request at least thirty (30) days in advance has been given whenever possible. The 12-month period begins January 1 of each calendar year. "Assured" means the department will place the worker on family leave when any one of the following situations is verified:

- The birth of a child or the placement of a child with the worker for adoption or foster care;
 - The serious health condition of a spouse, same-gender domestic partner, parent or child which requires the worker's absence from work to care for the ill family member;
 - The serious health condition that makes the employee unable to perform his or her job.
- (a) Definition of "Serious Health Condition"
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential care facility, (2) a period of incapacity requiring an absence of greater than three days, or (3) continuing treatment or supervision by a health care provider.
- (b) Benefit Continuation: The University continues its contribution toward the worker's group health plans and life insurance coverage. The worker must make arrangements with the Benefits Office to continue payment of any premium normally paid through payroll deduction.
- (c) Substitution of Paid leave: Workers may draw or be required to draw from vacation accrual while on Family Leave. Workers shall draw from sick leave accrual in the case of worker illness, or in the case of family illness up to the limits set forth in V.C.3.b. above.
- (d) Medical Certification: The University may require certification from a health care provider that the worker or his/her child, parent, spouse, or same-gender domestic partner in fact has a serious health condition, the condition's expected duration, and the need for the worker to attend the family member.

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The worker must provide certification within 15 days of the supervisor's request for it.

- (e) Limitations: Leave should generally be approved in blocks of time (two weeks minimum), but intermittent or "reduced schedule" leaves are allowed when medically necessary. Intermittent leaves are expected to be in whole-day increments. Leave for birth or placement of a child for adoption or foster care must be initiated within the first twelve months after the birth or placement.

#224

4. Disability Leave

In the event any worker is disabled and is eligible for Workers' Compensation Insurance or State Disability Insurance, he/she shall be placed on disability leave as provided below:

#225

a. Work-Connected Disability Benefits

A work-connected disability is an injury or illness which is sustained by a worker while performing his/her assigned job, and which prevents the worker from performing his/her assigned job. Any worker who loses time from work because of a work-connected injury or illness will, upon the recommendation of the attending physician, be excused from work for up to five (5) working days without loss of base pay for all scheduled straight time work periods as more specifically provided in the remainder of this paragraph. If the worker is required by the attending physician to be absent from work for more than five (5) working days, the worker is compensated for time lost through Workers' Compensation benefits. Workers' Compensation benefits start on the fourth day of illness or disability, unless hospitalized, in which case they start on the day of hospitalization, and remain in effect until the worker can return to work, or until long-term disability payments take over.

During the period of disability in which the worker receives Workers' Compensation benefits, the University pays the difference between the Workers' Compensation benefits and base pay during the first five (5) working days of disability and thereafter to the extent that the worker has accrued sick leave. Workers' Compensation benefits for temporary disability currently pays 66.667 percent of regular weekly pay, to a maximum of \$490.00 per week. The University

pays the balance of the worker's base pay for straight-time work periods from the worker's accrued sick leave. The worker's sick leave shall be charged only with the number of hours equivalent to sick leave payments to the worker.

#226

b. State Disability Insurance

A worker who is eligible for State Disability Insurance (SDI) may not draw sick leave pay in an amount in excess of the difference between the maximum allowable SDI benefit available to him/her and his/her base pay for the period of disability. The worker's sick leave credit shall be charged only with the number of hours equivalent to sick leave payments to the worker.

#227

c. Use of Vacation

A worker who exhausts his/her accrued sick leave before or during a disability leave may use accrued vacation in the same manner as sick leave, to continue partial pay payments during the absence. If all accrued sick leave and vacation are used up before the worker returns to work or is placed on long-term disability insurance payments, payments from the University for sick leave or vacation cease.

#228

d. Disability Leave after Sick Leave is Exhausted

(1) Non Work-Connected Disability

A worker who continues to be unable to work after sick leave, vacation, and personal leave are exhausted may request continued disability leave without pay. If the request for disability leave of absence is not granted, the worker shall be deemed to have resigned, provided that a worker who is eligible for long-term disability benefits shall be automatically granted a disability leave of absence for the period after paid leave has been exhausted, until long-term disability benefits begin. A worker who has begun to receive long-term disability benefits shall not be rendered ineligible for continued long-term disability benefits solely because further disability leave of absence is not granted.

#229

(2) Work-Connected Disability

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A worker who continues to be unable to work due to a work-connected disability after sick leave, vacation and personal leave are exhausted may request continued disability leave without pay. If the request for disability leave of absence is not granted, the worker shall be deemed to have resigned, provided that a worker who is eligible for long-term disability benefits shall be automatically granted a disability leave of absence of up to six months following the date of the injury. A worker who has begun to receive long-term disability benefits shall not be rendered ineligible for continued long-term disability benefits solely because further disability leave of absence is not granted.

#230

5. Bereavement Leave

Bereavement leave with pay may be taken in cases of death in the worker's close family, as defined in paragraph V.C.3.b. above. Such a leave may be taken for from two (2) up to five (5) work days, in order to attend the funeral or memorial service, or to attend to other related activities or responsibilities. Workers may be allowed to extend the above period by using any accrued vacation or compensatory time off, or by taking leave without pay.

#231

6. Court Leave**a. Jury Duty**

When called for jury duty and while serving as juror, workers will receive regular pay for hours of work scheduled. For any day in which the worker is required to report for jury duty for at least one (1) hour, he/she shall be excused from work regardless of his/her scheduled shift.

#232

b. Witness

Workers subpoenaed to appear in court as witnesses during scheduled work time are given time off with pay for the period during which their absences from work are required. Appearances in court for traffic or other violations, or as party in a lawsuit are charged to vacation or leave without pay.

#233

c. Confirmation

The University may require reasonable proof that a worker's presence is required before granting court leave.

#234

7. Voting

Workers may take up to two (2) hours of paid leave to vote in all government elections, if the workers' work schedules keep them from being able to vote during off-work hours.

#235

8. Military**a. Training Leave**

A worker, when required to perform short-term annual military training duty as a member of a reserve component of the Armed Forces, receives time off from work for the period of actual training, but not to exceed seventeen (17) calendar days a year. The University supplements base military pay for the working days in the period of absence up to the amount of the worker's regular pay. One (1) year of University seniority is required before the worker is eligible for military training leave with supplemental pay. If military leave is taken before one (1) year's service has been completed, it shall be without supplemental pay.

#236

b. Active Leave

Workers who leave the University for active military service may be granted a leave of absence without pay or be terminated with right of re-employment. Upon completion of military service, workers are entitled, in accordance with federal laws, to reinstatement of employment at the University if they apply within ninety (90) days of discharge, or one (1) year if hospitalized.

#237

9. Civil Emergency Leave

A worker, upon notification to the University, may take a leave without pay of up to seven (7) days when required by civilian authorities to assist in county reserve deputy activities, forest fire fighting, police reserve activities, state militia, and civil defense emergency. The leave of

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absence may be extended by approval of the University.

#238

10. Public Service and Civic Leave

Workers may, at the discretion of the University, take leave with or without pay for unpaid participation in community, state or national affairs. Workers elected to public office at the local level ordinarily do not need a leave of absence. Workers elected to public office at the state or national level may, at the discretion of the University, be granted leaves of absence for the period or periods spent in fulfilling civic obligations, as required.

#239

11. University Committees

Workers shall be granted paid time off to participate on any University committee on which they are officially invited to serve. Workers selected to serve on joint University/Union committees shall have reasonable time off with pay to discharge their official responsibilities for the committee.

#240

12. Educational Leave

A leave may be granted, at the discretion of the University, to workers to pursue an activity of further education that will enhance their value to the University. Any denial of such a request shall not be arbitrary or capricious. Educational leave may be for up to three (3) months and may be extended for three-month periods, up to a maximum of one (1) year. Educational leave is usually without pay, unless directly related to the job.

#241

13. Personal Time Off

Workers may take time off from their scheduled work for personal reasons, with the concurrence of their supervisors. Each worker shall be allowed a maximum of twenty-four (24) hours of paid leave of absence for his/her personal reasons each year, as determined by the administrative unit within which the worker is employed. Such paid leave may not be carried forward from year to year nor paid upon termination of employment. The maximum entitlement per year shall be pro-rated for newly

hired or rehired workers and for less than full time workers.

#242

ARTICLE VI: PAY**A. Payment of Wages****1. Paydays**

- a. **Wages shall be paid semi-monthly to all workers.**

#243

- b. Semi-monthly paydays shall be no later than the seventh and twenty-second days of each month; provided that if operational difficulties delay payment such a delay shall be without penalty if payment is made by the tenth or twenty-sixth, as applicable. The University shall use reasonable efforts to provide swing shift workers with their checks on the day before payday so they may have the money on payday.

#243A

- c. In the case of delays in payment caused by a worker's untimely submission of hours worked, the University will make payment within three (3) working days of submission.

#244

2. Paycheck Deposit

The University shall deposit the worker's pay in any bank the worker chooses in the State of California and deliver appropriate notice of deposit to the worker.

#245

3. Workers shall be paid on an hourly basis.

#246

4. Garnishments**a. No Discipline**

No worker shall be disciplined because his/her wages have been garnished.

#247

b. Verbal Notice

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The University shall make every reasonable effort to notify a worker by phone the same day a garnishment order is received by the appropriate payroll office or the next day if it is received after 3:00 P.M.

#248

c. Written Notice

A copy of the garnishment order shall be sent to the worker by Interdepartmental Mail no more than eight (8) working hours after its receipt by the appropriate payroll office.

#249

5. Vacation Pay

- a. A worker scheduled to take vacation leave for at least ten (10) consecutive workdays may request early payment of any regular paychecks which would be issued during the period of vacation leave.

#250

- b. A worker requesting early vacation pay must submit the request on the appropriate form prepared by the University for such purposes at least ten (10) working days prior to the payday preceding the worker's departure. The worker must designate on the form the specific payroll deductions which are to be made from the paycheck in question. The form must be signed by the worker's supervisor indicating approval of the vacation leave for the period shown.

#251

- c. Any worker who returns to work during a period for which early vacation pay has been given shall make repayment for the period of early return through payroll deduction within the next two paydays. A worker who fails to make such repayment shall be placed on leave without pay status for a period of time equal to the scheduled vacation leave not taken.

#252

- d. Early payment may be taken no more than twice in any calendar year.

#253

6. Special Draw

In an emergency, at the discretion of the University, a worker may draw an advance of one week's pay.

#254

7. Pay Claims

Should any worker question or dispute the wage calculations in any paycheck, he/she may first contact his/her supervisor to receive explanation within three (3) working days.

#255

B. Pay Plan**1. Pay Range****a. Rates**

Pay range assignments for classifications covered by this Agreement are set forth in Appendix A. The base hourly pay rate applicable to each step of each range is set forth in Appendix B for each period shown. The figure in parentheses after each base hourly rate represents the average monthly base earnings for workers employed for forty hours a week for an entire year.

#256

b. Work Outside of Classification

The University has the right to assign workers temporarily for periods not to exceed four months to jobs differently classified from their established classification.

#257

(1) Lower Paid

Workers assigned to work in a lower paid classification shall continue to be compensated at the rate of pay provided for their established classification unless they have been permanently reassigned to a lower classification in accordance with this Agreement.

#258

(2) Higher Paid Within the Unit

A worker who is temporarily assigned to assume the responsibilities of an absent worker or of a vacant position in a higher paid classification within the bargaining unit shall be compensated as if promoted to the higher position if the

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assignment lasts more than one-half (1/2) a working day and if the worker's tasks and responsibilities for the period of reassignment would warrant permanent reclassification to the higher level if continued on a permanent basis.

The University shall not remove a worker from such assignment simply to avoid paying the premium.

A worker on a temporary assignment lasting at least one (1) month shall receive vacation and sick leave pay at the rate of his/her temporary assignment provided that he/she actually works in the temporary assignment on both the work day immediately before and the work day immediately after the period of vacation or sick leave.

#259**(3) Higher Paid Positions Outside the Unit**

A worker who is temporarily assigned to assume the responsibilities of a vacant supervisory or other non-unit position outside the bargaining unit shall be paid at a base rate which is not less than five percent (5%) above his/her current base rate for the duration of the temporary assignment provided the assignment lasts at least one (1) working day. All such temporary assignments shall be made in writing. The worker shall be returned to his/her former position at the appropriate step and pay range following the termination of the period of reassignment. The worker's temporary assignment outside of the bargaining unit shall not otherwise be subject to review under this Agreement.

#259A**Awards and Recognition**

Bargaining unit members shall be eligible to receive group-based project bonuses and the Amy Blue Award on the same basis as other University employees who may be nominated and selected for such awards and recognitions. In the case of other bonuses or awards, the Union will provide timely response to any request to extend such awards to a member of the bargaining unit. Nothing in this paragraph shall be construed to require the University to pay a bonus or give a special award to any bargaining unit worker, or to continue to provide any special University award.

#260**c. Light Duty**

Workers temporarily assigned to light duty due to injury or illness shall receive full pay.

#261**d. Rates Over Range Maximum**

Unless mutually agreed by the University and the Union to the contrary, no workers may be paid at a base rate above the applicable range maximum.

#262**2. Initial Step Assignments and Progression to Successive Steps in Pay Ranges****a. In-hire Rate**

The in-hire rate for workers newly hired into the bargaining unit shall be at that step determined to be appropriate by the University based on its assessment of the individual's qualifications and experience. The rate assigned shall not be reviewable under the terms of this Agreement.

#263**b. Step Progression System**

- (1) For workers hired at Step 1, the increase from the in-hire step to the succeeding step shall occur at the end of the trial period. The increase to each next step occurs one year after advancement to each preceding step; provided that if the worker's performance is not satisfactory each increase may be delayed up to an additional six (6) months. Workers hired above Step 1 pursuant to a. above shall be eligible to progress to the next step one year after hire assuming satisfactory progress.

#264

- (2) For purposes of this paragraph "training programs" means a program expected to last more than three (3) months. For workers who are trainees in training programs expected to last seventeen (17) months or fewer, the in-hire rate is five (5) percent below step two for every six (6) months or portion thereof of training which is required. For workers who are trainees in training programs expected to last more than seventeen (17) months the in-hire rate is five (5) percent below step three for every six (6) months or portion thereof of training which is required. Trainees receive performance reviews at six (6) month intervals with the designated percent

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increase if performance and progress in the program are satisfactory and in accordance with the training program. In training programs that do not have equal six (6) month segments, the number of months shall be divided by six (6) and the remaining months shall constitute the first interval of time for purposes of performance review and the proportional percent increase if performance and progress in the program are satisfactory and in accordance with the training program. If progress in the program is faster than planned, the rate of increase in pay may be accelerated correspondingly.

#265

- (a) Training programs of more than three (3) months but no more than twelve (12) months.

Trainees completing training programs of more than three (3) months but no more than twelve (12) months are assigned step two upon completion of the training program and are advanced to step three one (1) year thereafter; provided that if the worker's performance is not satisfactory the increase may be delayed up to an additional six (6) months.

#266

- (b) Training programs of more than twelve (12) months but no more than seventeen (17) months.

Trainees completing training programs of more than twelve (12) months but no more than seventeen (17) months are assigned step two upon completion of the training program and are advanced to step three on the next anniversary of their commencing of the training program; provided that if the worker's performance is not satisfactory the increase may be delayed up to an additional six (6) months.

#267

- (c) Training programs of more than seventeen (17) months.

Trainees completing training programs of more than seventeen (17) months are assigned step three upon completion of the training program.

- c. Initial Step Assignment on Promotion or Transfer

#268

- (1) When a worker is promoted to a classification with a higher pay range, the worker shall be initially assigned to step two unless assignment

to step two would not result in an increase in pay of at least one (1) step, in which case the worker shall be assigned to step three, four, or five as appropriate, provided the compensation for workers promoted or transferred to training positions shall be determined in accordance with paragraph VI.B.2.b.(2) above. The University may, in its sole discretion, elect to assign the worker to a higher step than that provided herein if the worker's date of review for progression to the next step was within three (3) months following the effective date of promotion.

#269

- (2) When a worker transfers to a job in the same pay range or to a job with a lower pay range, the worker shall retain the same step assignment and review date.

#270**d. Reclassification Downward**

When a worker is involuntarily reclassified to a classification with a lower pay range, the worker shall be assigned to step five unless assignment to step five would result in a pay increase in which case the worker shall be assigned to the lowest step which would not result in a pay decrease.

#271**3. Minimum Pay**

Notwithstanding any other provision of this Agreement, no worker shall be compensated at a base hourly rate less than \$6.89 per hour.

#272**C. Cost of Living Escalator**

1. Effective November 1, 1993 pay ranges shall be adjusted two and one-half cents (\$.025) for each full point by which the September, 1993, Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland Metropolitan Area (all items) exceeds 475, up to a maximum possible adjustment of twenty-five cents (\$.25).

#273**2. Index Base**

The index shall be based on 1967 = 100.0.

#274

Stanford/USW Agreement, September 1, 2003**3. Corrections**

Any corrections to the September, 1993, Index by the Bureau of Labor Statistics shall be corrected retroactively to November 1, 1993.

#275

4. Successor Indices

The Bureau of Labor Statistics shall be the sole judge of comparability of a successor to the current index.

#276

5. Replacement

In the event the index is abolished and cannot be replaced with a successor index, the method of computing pay increases due to increases in the cost of living shall be changed in consultation with the Union.

#277

D. Premiums

The premiums described in Article IV: Hours of Work and Premium Pay shall be the following:

1. Swing Shift-10%
2. Owl Shift-15%
3. Supertime-50%
4. Overtime-50%
5. Double-time-100%

#278

ARTICLE VII: WORKING CONDITIONS**A. Health and Safety**

1. The University shall provide a safe and healthful working environment in accordance with applicable federal, state or other governmental laws or regulations.

#279

2. The University shall continue to ensure that adequately trained and equipped first aid personnel are reasonably available to workers who are victims of industrial accidents or illnesses. Emergency vehicle service shall be reasonably available for emergency assistance and, where necessary, for transporting injured or ill workers to medical assistance.

#280

3. The University shall provide for workers such medical tests as are recommended or required by applicable federal or state law or regulation for the detection of serious health hazards encountered by the worker or for the detection of present illness experienced by the worker as a result of his/her assigned duties. In addition, the University shall provide each year for workers' influenza immunizations to the extent medically recommended vaccine is available.

#282

4. Safety Rule

The University shall have the right to make and enforce rules and procedures and to offer recognition for workers, to provide for a safe and healthful working environment. All workers shall comply with safety and health rules, which will be equitably enforced among all employees.

#283

5. Local Safety Committees**a. Composition**

- (1) Local safety committees consisting of at least two (2) workers designated by the Union and at least two (2) representatives designated by the University shall be constituted for each of the following six (6) parts of the unit: (a) Stanford Linear Accelerator Center (SLAC), (b) Medical School, (c) Residential and Dining Enterprises, (d) Chemistry, Physics, Biology, Engineering, Center for Materials Research, Hansen Laboratories and Earth Sciences, (e) Facilities Operations, (f) all others. Except in the case of the SLAC part, upon the majority recommendation of the regular members of any local safety committee requesting a third (3rd) member for each party, the President of the Union and the Manager of Labor Relations may mutually agree that each party may appoint the third (3rd) worker and representative respectively. The SLAC Local Safety Committee shall consist of three (3) workers and three (3) representatives.

#284

- (2) The University and the Union shall each designate a co-chair for each local safety committee. In addition, the University shall designate a University administrator to act as Committee Administrator for each local safety committee.

Stanford/USW Agreement, September 1, 2003**#284A**

- (3) Representatives designated by the University and workers designated by the Union pursuant to 6.a. above shall be University employees within the part of the unit on which Local Safety Committee he/she serves. Written notice of identity of designees shall be given by the Union and University within thirty (30) days of the execution of this Agreement and thereafter when a change is determined by either party. Either party may also appoint an alternate committee member by the same notice, and such alternate shall serve in the case of unavailability of a regular committee member.

#284B

- (4) A professional member of the University Department of Environmental Health and Safety, or in the case of the SLAC Local Committee, the SLAC Division of Environment Safety and Health shall be appointed to assist each of the Local Safety Committees, and shall be reasonably available to the Committee in the case of Committee investigations pursuant to paragraph 6.c. below and to break ties that arise in paragraph 5.b. (5) below.

#285**b. Responsibilities**

Local Safety Committees shall:

- (1) Review and analyze reports of industrial illness and accidents within the area served by the local committee. Such reports shall continue to be transmitted by the Manager of Labor Relations to the President of the Union on a calendar quarterly basis.
- (2) Make recommendations to the University for modifications of unsafe or hazardous conditions affecting workers in the area served by the local committee, including recommendations concerning the need to curtail operations until such conditions are corrected.
- (3) Accompany the appropriate federal or state safety inspector in a walk-through, if the inspector has no objections.
- (4) Recommend to the University appropriate recognition of workers in the Unit who advance the goal of a safe and healthful work environment.
- (5) Review and make decisions concerning worker requests for protective garments or protective

equipment. In the event of a tie in the matter of protective garments or equipment, the appropriate member of the Environment Health and Safety department (see paragraph #284B above) shall be asked to break the tie.

#286**c. Training**

At least once each calendar year the University will provide to regular worker members of Local Safety Committees safety training appropriate to work performed in the work areas served by the local committee. Each committee may recommend to the Committee Administrator specific training appropriate and necessary to the Committee. If approved, such training shall be provided without payment for its costs by the Union or workers.

#287**d. Procedures and Meetings**

The local safety committees shall discharge their responsibilities in accordance with procedures established by mutual agreement. The regular meetings of the committee shall be held quarterly; however, meetings may be held monthly if determined to be necessary by the particular local committees.

- e. The University shall provide release time for the committee member/alternate member as designated pursuant to paragraph 5.a. above, to discharge their responsibilities as defined in paragraph 5.b. above, provided that the release of the committee member is with the prior concurrence of his/her supervisor and does not conflict with scheduled work or staffing assignments. Committee members shall maintain an accurate log (see Appendix D) of such authorized release time and the timely submission of the log to the Committee Administrator is required.

#288**6. Refusal to Perform Assigned Work**

- a. A worker's refusal in good faith to perform an assigned task because of abnormally dangerous conditions, given normal safety procedures and equipment for work at the time and place said task is to be performed, shall not be just cause for discipline, and the worker shall not be sent home solely because of such refusal, provided

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that the worker's good faith is based on ascertainable, objective evidence supporting his/her conclusion that an abnormally dangerous condition of work exists, and provided further that the worker advises his/her supervisor of the condition believed to be abnormally dangerous as soon as possible and the basis for said belief.

#289

- b. When the supervisor is advised of a worker's refusal to work in accordance with the paragraph above, the supervisor shall notify the local safety committee responsible for the area.

#290

- c. The local safety committee shall investigate the alleged hazard as soon as possible, but in no case without at least one Union and one University representative present, and make recommendations concerning the existence of the hazard and whether operations need be curtailed pending its abatement. The Committee shall make its recommendations in a reasonably expeditious manner. Pending issuance of these recommendations, the University shall not request other workers to perform the work in question without advising them of the initial worker's refusal and the asserted reasons therefor.

#291

- d. The local safety committee shall report its findings and recommendations to the University representative responsible for the area in question, the Union and the worker initially refusing to perform the task in question.

#292

- (1) If the recommendation is unanimous that operations should be curtailed pending abatement of a hazard, no worker shall be asked to perform the work in question until the University has responded to the situation so that one of the reporting members withdraws the recommendation to curtail operations.

#293

- (2) If the recommendation is unanimous that operations need not be curtailed, work shall be resumed and any continued refusal to work shall be deemed just cause for discipline.

#294

- (3) Any recommendation which is not unanimous and which the department management does not accept shall be referred to the University Director of Environmental Safety and Health or in the case of SLAC, The SLAC Associate Director for Environment Safety and Health for further investigation and decision and all work shall be resumed pending such decision.

#295**B. Uniforms, Equipment and Protective Equipment**

1. Whenever the University requires uniforms to be worn by workers as a condition of employment, such uniforms shall be provided and maintained by the University. Shop coats or smocks shall be furnished to all workers who are working on dirty or oily jobs, machines or equipment, and shall also be laundered and maintained by the University. The term "uniform" is limited to wearing apparel or accessories of distinctive design or color.

#296

2. Whenever the University requires tools or equipment for the performance of a job by a worker, such tools and equipment shall be provided and maintained by the University.

#297

3. Whenever the University requires a worker to use or wear protective garments or protective equipment to safeguard health or prevent injury, the University shall provide and maintain such garments and equipment. In the case of safety shoes and prescription safety glasses, local management will determine the reimbursement rate. Upon request, local management will provide the union with information regarding (a) the method used to determine the reimbursement rate, and (b) a list of vendors who sell the equipment for that rate or less. If there is a dispute concerning whether the reimbursement will purchase equipment which meets adequate safety standards, that dispute shall be resolved by the local safety committee with the Environmental Health and Safety Department (see paragraph #284B above) breaking any tie.

#298

4. The University may, at its option, require a worker furnished with material specified in paragraphs 1, 2 and 3 above to retain such items on the premises, except for safety shoes and prescription safety glasses.

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#299

5. Each worker furnished with items specified above shall wear or use them as required by the University and shall exercise due diligence to ensure that they are not subjected to extraordinary wear and tear and are not lost.

#300

ARTICLE VIII: UNIVERSITY BENEFITS

- A. Workers shall be eligible to participate in University benefit programs enumerated in this Article, provided they meet the eligibility requirements for each plan. The University may alter the criteria for eligibility, provided that no worker who has attained eligible status upon the execution of this Agreement is thereafter rendered ineligible because of the changes.

#301

- B. The University shall continue to provide the following benefit plans with rates of contribution as described below:

1. Medical Coverage

Effective January 1, 2004, the University shall provide a flexible benefits program with multiple health and welfare plan options. Options offered as of that date include:

- five (5) medical plans
- two dental plans
- one vision care plan
- group life insurance for workers in amounts up to eight times salary
- limited group term life insurance for dependents including spouses, and same-sex domestic partners
- accidental death and dismemberment insurance for workers, their spouses or same-sex domestic partners and dependent children
- long-term disability benefits at 66 2/3% salary
- four long-term care options and
- health care and dependent care spending accounts

#302

Newly hired workers must enroll within 60 days of date of hire. The coverage effective date will be the first day of the month that coincides with or follows the date of the completion of enrollment. Workers who do not enroll within 60 days of employment will default into worker-only medical and dental coverage, 66 2/3% long-term

disability benefits, and \$10,000 in worker life insurance.

#303

The University's contributions to this program for workers working three-fourths time or more (regardless of the number of positions involved) may exceed, but for the life of this Agreement will not be less, than, the following:

- 90% of the cost of the least expensive comprehensive medical option for workers, or 75% of the cost of the least expensive comprehensive medical option for workers plus dependents
- the full cost of dental coverage
- the full cost of credits to purchase one times salary up to \$50,000 group term life insurance coverage for the workers and
- the full cost of long-term disability for a benefit at the level of 66 2/3% of salary

For a worker working at least half-time but less than three-quarters time (regardless of the number of positions involved), the University will contribute half of its regular contribution for medical and dental.

#304

3. Staff Pension Plan**A. Staff Retirement Annuity Plan (SRAP)**

The University pays the full cost of benefits for eligible workers. The normal retirement date is the first day of the month following the worker's sixty-fifth (65th) birthday. Early retirement at a reduced annuity may be arranged with mutual agreement of the University and the worker. A worker may elect to work beyond normal retirement age at his/her option. Effective January 1, 1977, the University will amend the Staff Pension Plan to provide that for purposes of benefit computations for participants (who have not retired by January 1, 1977) with credited service prior to calendar year 1971 pension benefits for credited service prior to 1971 shall be computed based on the participant's covered earnings for calendar year 1971. Effective September 1, 1980, the University will amend the Staff Pension Plan to provide the following:

#305

- a. An individual shall vest in a percentage of his/her accrued benefits derived from employer contributions on the completion of Years and Service Credit as follows:

Completed Years	Vested
-----------------	--------

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of Service Credit	Percentage
Less than 5	None
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

The University will amend the Plan to provide that, effective January 1, 1989, an individual shall vest in a percentage of his/her accrued benefits derived from employer contribution on the completion of Years and Service Credit as follows:

Completed Years of Service Credit	Vested Percentage
Less than 5	None
5 or more	100%

#307

b. The benefit accrual rate will be:

(1) For benefits accrued before 1971, the benefit shall be 2% times "1971 earnings" times years of participation before 1971.

(2) **1971-1975**

For each Plan Year beginning after 1970 and ending before 1976, a person who participated in the Plan pursuant to the terms of the Plan as in effect during those years will accrue an annuity benefit equal to:

two percent of his/her Earnings for each Plan Year.

(3) **After 1975**

For each Plan Year beginning after 1975, a Participant who is an Eligible Employee will accrue an annuity benefit equal to 2% of his/her earnings for each Plan Year.

(4) **After 1986**

Pursuant to the amendment to the Plan, effective January 1, 1987, for active participants on or after December 31, 1986, for benefits accrued before 1979, the benefit shall be 2% times "1979 earnings" times years of participation before 1979. For benefits accrued by such participants beginning for Plan Years 1979 and after, the participants will accrue an annuity benefit equal

to 2% times his/her earning for each such Plan Year.

(5) **After 1995**

Pursuant to the amendment to be made to the Plan effective January 1, 1996, for active participants on or after December 31, 1995, for benefits accrued before 1984, the benefit shall be 2% times "1984 earnings" times years of participation before 1984. For benefits accrued by such participants beginning for Plan Years 1984 and after, the participants will accrue an annuity benefit equal to 2% times his/her earnings for each Plan Year.

(6) **After 1997**

Pursuant to the amendment to be made to the Plan effective January 1, 1998, for active participants on or after December 31, 1997, for benefits accrued before 1985, the benefit shall be 2% times "1985 earnings: times years of participation before 1985. For benefits accrued by such participants beginning for Plan Years 1985 and after, the participants will accrue an annuity benefit equal to 2% times his/her earnings for each Plan Year.

(7) **After 2000**

Pursuant to the amendment to be made to the Plan, effective January 1, 2001, for active participants on or after December 31, 2000, for benefits accrued before 1992, the benefit shall be 2% times "1992 earnings" times years of participation before 1992. For benefits accrued by such participants beginning for Plan Years 1992 and after, the participants will accrue an annuity benefit equal to 2% times his/her earnings for each Plan Year.

B. Stanford Contributory Retirement Plan (SCRCP)

Effective September 1, 2002, workers on the Stanford University payroll on January 1, 2001, and remaining on the payroll on September 1, 2002, will be given a one-time choice to continue their active participation in the SRAP or to become participants in the SCRCP, provided they meet all relevant eligibility requirements as set forth in the plan documents. Workers who move into the SCRCP shall be considered suspended participants under SRAP. All eligible workers hired on or after January 1, 2001, will be enrolled in the SCRCP on the same terms and conditions as eligible unrepresented employees of the University. The University's contributions to the

Stanford/USW Agreement, September 1, 2003

SCRIP during the term of this Agreement shall not be less than the following:

When the worker contributes 0%, the University match will be 0% of regular salary.

When the worker contributes 1%, the University match will be 1.5% of regular salary.

When the worker contributes 2%, the University match will be 3% of regular salary.

When the worker contributes 3%, the University match will be 4% of regular salary.

When the worker contributes 4%, the University match will be 5% of regular salary.

#308

4. Group Tax-Deferred Annuity Program

This plan may be chosen by the worker and is wholly paid by the worker.

#311

5. Tuition Benefits

The University provides for the children of all eligible workers payment of tuition and recurring fees for the first twelve (12) quarters or eight (8) semesters of undergraduate study at any accredited college or university, up to a maximum of one-half of Stanford's tuition for the same period of time. Workers are eligible only if they were employed by the University as of September 1, 1998, and after they have completed five (5) consecutive years of full time employment. Eligibility does not terminate when the worker retires, dies or is placed on disability leave. For workers hired after September 1, 1998, the tuition benefit for children will be the same benefit, provided on the same basis, as the benefit that the University provides to non-bargaining unit, non-exempt staff members.

#314

6. Travel Insurance

The University pays the full cost of the University Travel Insurance Policy.

#315

7. Homeowners' Insurance and Motor Vehicle Insurance

Individual benefits are fully paid for by the worker through payroll deduction.

#316

8. Garden Plots

The University shall provide a one-acre site around the main campus in addition to a half-acre site at SLAC, upon which University employees, including workers, can grow crops. Water shall be provided at no cost, and the area provided shall not be relocated before harvest if practicable.

#317

- C. The University shall have the right to alter the benefits or carrier of any of the plans enumerated in this Article, but any change which represents a significant overall reduction in benefits for the bargaining unit shall be reviewed with the Union and shall require the consent of the Union. In the event the University makes improvements for unrepresented employees in the benefits described in this Article which are common to both unit members and such unrepresented employees, the bargaining unit will be offered the opportunity to accept those changes along with any benefit reductions proposed at the same time; provided that the unit's acceptance is based on the changes in their entirety.

#318

ARTICLE IX: SEPARATION FROM THE JOB

A. Layoffs

1. When Staff Reductions Occur

If, in the judgment of the University, budgetary or operational considerations require a temporary, indefinite or permanent curtailment of operations or reduction in force within a particular department or activity within the bargaining unit, staffing levels within such activities or units will be reduced in accordance with this Article.

#319

2. Temporary or Seasonal Layoffs

If, in the judgment of the University, a curtailment of operations or reduction in force is seasonal or temporary in nature, it may advise workers affected by this decision that they are to be placed on leave without salary status for a period not to exceed four (4) months. Temporary and

Stanford/USW Agreement, September 1, 2003

seasonal layoffs shall be based on seniority within work group (Dining Services will be one work group) provided that the remaining workers have the skill and ability to perform the actually expected work that will continue during the period of temporary or seasonal layoff. Two weeks' advance notice of temporary layoff must be given to each worker provided that such notice shall not be required for reductions occasioned by emergencies beyond the University's control. If a worker fails to return to work within two weeks of his/her being notified of recall to work, the worker shall be deemed to have resigned. Each worker while on temporary or seasonal layoff, may continue to receive the University contributions toward basic and major medical insurance and group life insurance as provided in Article VIII of this Agreement. To insure such contributions, the worker must make direct and timely payment to the University of the worker's own contributions normally paid by payroll deduction. Vacation and sick leave shall continue to accrue, as if regular hours continued to be worked. Workers may use accumulated vacation leave and PTO during any seasonal layoff.

#320

3. Work on Temporary Layoff

The Union and the University agree to discuss the availability of alternate work regularly and customarily performed by bargaining unit workers for workers on notice of temporary layoff and to confer on identifying, whenever practicable, work opportunities that workers on temporary layoff status can perform without training including a system for offering identified opportunities to interested workers. It is understood that such work, where identified, shall not cause workers to be laid off. It is understood that a worker who does not report to work on the first day of work in such a position will revert to temporary or seasonal layoff status, provided the worker received advance written notice of the date, time, and place to report to work. Such notice shall be two weeks in advance in the case of a pre-planned temporary layoff and no less than three (3) calendar days in advance in the case of an unplanned temporary layoff.

As a general rule, no regular or fixed term bargaining unit workers should be laid off if any temporary personnel in that work group have been hired to perform work similar to work regularly and customarily performed by bargaining unit workers.

#321

4. Permanent or Indefinite Layoff**a. Notice**

When the University determines that a permanent or indefinite layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected. When individual workers are selected for layoff, each shall be given at least thirty (30) calendar days notice or pay in lieu of such notice. A copy of each such individual notice shall be transmitted simultaneously to the Union.

#322

b. Selection of Those to be Laid Off

- (1) The University shall designate the work group to be reduced and the number of positions within each classification which must be abolished within the work group so designated. The University will not designate work groups arbitrarily and, upon the request of the Union to the Manager of Labor Relations, the University will meet with the Union to discuss the determination of any such work groups. Within the work group and classification designated for reduction, seniority as defined in Article II.A. shall govern the order of layoff provided that the workers remaining in the classification in the work group possess sufficient skill and ability to perform without additional training (as differentiated from orientation) the actually expected remaining work without substantial impairment of the work group.

As a general rule, no regular or fixed term bargaining unit workers should be laid off if any temporary personnel in that work group have been hired to perform work similar to work regularly and customarily performed by bargaining unit workers.

#323

- (2) Any worker notified of permanent layoff is eligible to bump if he/she possesses the skill and ability without additional training (as differentiated from orientation) to perform the actually expected work without substantial impairment of the work group for any job held by a worker of the same classification with less seniority within the same bumping group and has not been offered an open job within the same classification. In the event no bumping opportunities exist in the worker's current classification, these bumping rights shall extend to any classifications in which permanent status has previously been held.

#324

Stanford/USW Agreement, September 1, 2003

seasonal layoffs shall be based on seniority within work group (Dining Services will be one work group) provided that the remaining workers have the skill and ability to perform the actually expected work that will continue during the period of temporary or seasonal layoff. Two weeks' advance notice of temporary layoff must be given to each worker provided that such notice shall not be required for reductions occasioned by emergencies beyond the University's control. If a worker fails to return to work within two weeks of his/her being notified of recall to work, the worker shall be deemed to have resigned. Each worker while on temporary or seasonal layoff, may continue to receive the University contributions toward basic and major medical insurance and group life insurance as provided in Article VIII of this Agreement. To insure such contributions, the worker must make direct and timely payment to the University of the worker's own contributions normally paid by payroll deduction. Vacation and sick leave shall continue to accrue, as if regular hours continued to be worked. Workers may use accumulated vacation leave and PTO during any seasonal layoff.

#320

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b. Selection of Those to be Laid Off

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As a general rule, no regular or fixed term bargaining unit workers should be laid off if any temporary personnel in that work group have been hired to perform work similar to work regularly and customarily performed by bargaining unit workers.

#323

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#324

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- (3) If a worker is eligible to bump, the University shall determine the job to be filled by order of inverse seniority within the bumping group (see paragraph #326 below) among the jobs that the laid off worker is qualified to perform. However, in determining the job to be filled, the University shall not select a job held by a worker past the trial period if there is within the classification and bumping group a job held by a worker still on trial period which the worker eligible to bump is able without additional training (as differentiated from orientation) to perform without substantial impairment of the work group. After the University determines the job to be filled and advises the worker eligible to bump, the worker shall have ten (10) calendar days to accept the opportunity to bump after which the worker shall be deemed to have declined to bump.

#325

- (4) A worker who is eligible to bump and declines to bump or is unsuccessful in attempting to bump may collect severance pay as provided below in paragraph d.

#326**(5) Bumping Groups**

All members of the bargaining unit fall within one of the following bumping groups:

- (a) Stanford Linear Accelerator Center
(b) Medical School
(c) All Other

#327**c. Reduction in Hours**

Workers notified of a permanent reduction in hours from 75 percent time or more to less than 75 percent time may: (1) elect to be permanently laid-off under the terms of this Article or (2) remain employed on the reduced time basis designated. If a worker after electing (1) is reemployed in the reduced time position the worker shall be required to repay all severance pay received.

#328**d. Severance Allowance**

Commencing with the execution of this Agreement, workers permanently or indefinitely laid off who have one or more years of University seniority shall be entitled within three (3) calendar days of actual layoff from University employment to a severance allowance based on a percentage of the final monthly base pay multiplied by twelve (12); provided that a worker who regularly works less than full time on the date of notice of layoff, but who within the prior twelve (12) month period regularly worked on a

full-time basis, shall receive a severance allowance based upon the greater of either the final monthly base pay in the job held on the date of notice of layoff, or the monthly base pay received in the most recent full-time position held within the twelve (12) months preceding notice of layoff; and provided further that a worker whose job on the date of notice of layoff has been classified at a higher level within the twelve (12) month period preceding the date of notice of layoff shall receive a severance allowance based upon the greater of either the final monthly base pay on the date of layoff or the monthly base received when classified at the higher level within the twelve (12) month period. The percentage shall be computed in accordance with the following schedule:

Years of University Seniority	Percentage of Salary
First 10 years	3% per year
Over 10 through 20 years	30% plus 4% for each year in excess of 10 years
Over 20 years	70% plus 5% for each year in excess of 20 years not to exceed one (1) full year's pay

#329**e. Repayment of Severance Allowance**

If a worker who has received a severance allowance is reemployed within one (1) year of the effective date of layoff in a position covered by this Agreement, the worker shall repay on a reasonable schedule, not to exceed one year in length, by payroll deduction, the severance pay received less the difference, if any, between the base pay the worker would have received but for the layoff and the interim earnings of the worker during the period of layoff (including whatever unemployment compensation the worker received). If the worker is reemployed in a position requiring less than full-time work, the worker shall not be required to repay more than that fraction of the sum (derived from the preceding sentence) which corresponds to the

Stanford/USW Agreement, September 1, 2003

ratio of (a) the number of hours per week for which the worker is reemployed to (b) the average number of non-overtime hours per week which the worker was scheduled to work during the four-week period preceding notice of permanent or indefinite layoff; and, if the worker is reemployed in a position with a pay range lower than that applicable to the job from which the worker was laid off, the worker shall not be required to repay more than that fraction of the sum (derived from the preceding sentence) which corresponds to the ratio of (a) the base wage rate for the job for which the worker is reemployed to (b) the base wage rate of the job from which the worker was laid off.

#329A**f. Continuation of Medical Coverage**

For a worker on permanent or indefinite layoff who elects to continue his/her medical coverage, the University will continue for three (3) months following the date of the worker's layoff to contribute as much of the cost for the worker's medical coverage as the University was contributing as of the effective date of the worker's layoff. This continuation of medical coverage is not intended to extend any period for which the worker may be entitled to continuation coverage under the federal law known as "COBRA".

#330**B. Discipline, Suspension and Separation****1. Just Cause**

No worker, who has passed his/her trial period, may be disciplined (including written warnings and reprimands), terminated (unless concluding a fixed-term appointment), or suspended, except for just cause. Such cause must be job related or must arise out of some act which disrupts, interferes with, or damages the University or its operation in a way not protected by this Agreement.

#331**2. Role of Steward in Discipline**

- a. When in supervision's judgment facts and circumstances indicate that an investigatory interview is warranted prior to any decision to discipline a worker, that worker may upon request have a steward present. If the steward is unavailable, the University and the Union shall follow the procedure set forth in paragraph 63 of this Agreement.

#332

- b. When supervision has determined that a worker is to be disciplined, the steward shall be informed. The steward shall be given the opportunity to be present at interviews concerned with such discipline unless the worker objects. If the steward is unavailable, the University and the Union shall follow the procedure set forth in paragraph 63 of this Agreement.

#333**3. Just Cause Termination Primarily for Unsatisfactory Work Performance**

- a. Before a worker, who has passed the trial period, can be terminated primarily for unsatisfactory performance under the just cause provision herein, he/she must be interviewed by supervision. During the interview the worker must be thoroughly informed, orally and in writing, of those areas of job performance where he/she is considered unsatisfactory. Supervision should then seek to work out a plan with the worker, aimed at eliminating performance problems, or, if this is not practicable, the worker should be told what sort of improvement will be expected of him/her over the term of a reasonable probationary period.

#334

- b. If the worker has not demonstrated his/her ability to satisfactorily perform his/her job after such reasonable opportunity, he/she may be terminated under the just cause provision herein.

#335

- c. The steward will be informed when supervision determines that a worker may be placed on probation and shall be given the opportunity to be present in the interview process described above unless the worker objects. If the steward is unavailable, a substitute steward shall be selected in accordance with paragraph I.E.4.

#336

- d. Before discharge, upon request the Union and the University shall confer to determine whether alternative placement is possible and they may by mutual consent and regardless of the other provisions of the Agreement place a worker in some other job, except that mutual consent shall not be required where the University, in its sole discretion, elects to place a worker in a vacant job filled by said worker within the previous six (6) months rather than to proceed with the discharge.

#337**4. Notice**

Stanford/USW Agreement, September 1, 2003

Except in cases involving gross misconduct, workers separated for just cause shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice.

#338**5. Records**

- a. Each administrative unit shall maintain for each worker employed with the unit a file which shall contain copies of all written warnings, notices of suspension or demotion, written evaluations and other official records indicating changes in status or levels of pay. The worker or a Union representative, authorized by the worker in writing, shall be entitled to review said file during regular business hours in the presence of a University representative and obtain copies. In any disciplinary action the University may not rely upon any previous written warnings, notice of suspension or demotion or written evaluation not contained in said file as justification for any personnel action which adversely affects the worker in question but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months.

#339

- b. When workers who have received written warnings or reprimands complete eighteen (18) months of work without further disciplinary action, their prior disciplinary record shall no longer be relied upon in any determination which in any manner affects their employment status.

#339A

- c. The written evaluation prepared in respect to a department or work unit's regular performance appraisal of workers shall be maintained in said files. The worker will be notified when his/her appraisal is completed by the supervisor and placed in the personnel file.

#340**ARTICLE X: MANAGEMENT FUNCTIONS**

Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of regular and customary

functions of management including, but not limited to, the following:

- A. The determination or modification of University goals and objectives, including the determination or modification of the nature and scope of University functions, the determination or modification of the size, number, location, and function of University departments, organizational units or other activities;
- B. The specification and acquisition of apparatus, equipment or other materials;
- C. The right to determine the need for and identity of suppliers, contractors, and sub-contractors;
- D. The establishment or alteration of methods of operation, including the institution of technological alterations in processes or equipment or both;
- E. The expansion or contraction of University services generally or any department, activity or function specifically and the determination of appropriate staffing levels within the bargaining unit generally or any department, activity or function specifically;
- F. The direction of the working forces, including the right to determine work, shift and duty assignments and to determine whether or not particular assignments are to be performed by workers;
- G. The design and implementation of safety programs and plans for increased efficiency;
- H. The determination or modification of job content and worker qualifications;
- I. The right to hire promote or demote workers;
- J. The right to suspend, discipline or discharge;
- K. The right to select or employ supervisors;
- L. The right to transfer, reassign, or relieve from duty because of lack of work or redefinition of University or departmental needs;
- M. The right to establish and enforce reasonable rules and regulations pertaining to conduct and deportment of workers and the determination of worker competency.

The undersigned, as authorized representatives of the parties, attest the ratification and approval of this Agreement.

For THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Date: 10 November 2003

Keith I. Smith

Keith I. Smith
Manager of Labor Relations

Date: November 10, 2003

For UNITED STANFORD WORKERS
LOCAL 715, S.E.I.U., AFL-CIO, CLC

Ben Koff

Rafael G. Valera

John G. ...

Ramon Villanueva

Charles McCashion

Michael ...

Kevin J. Foster

David ...

Michael Swanson

Michelle Boush

James M. Petro

Reidy, C. CRISPEL

David Perkins

Stanford/USW Agreement, September 1, 2003

1. Side Letter re: Leadership Summit Conference

September 1, 2003

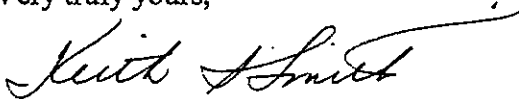
Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This side letter will confirm our agreement that the Union and the University will continue to hold joint leadership conferences on a regular basis to discuss issues of contract administration which are in the mutual interest of both parties. Leadership Conferences will normally be scheduled once each month; however modifications may be initiated by either party subject to the agreement of both parties.

This agreement will remain in effect for the duration of the Collective Bargaining Agreement.

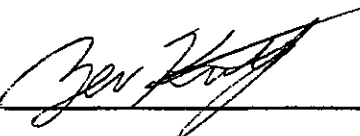
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: November 10, 2003

Stanford/USW Agreement, September 1, 2003

2. Side Letter re: Winter Closing


September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This letter will confirm our agreement that the Manager of Labor Relations will annually inform the Union in writing of the winter holiday closing. Individual notices of temporary or seasonal layoff are not required if the winter closing does not exceed three (3) days. Bargaining unit members may take unpaid time off or use any available accrued vacation or PTO to maintain pay during the winter holiday closing. In any year when the University grants additional paid days off to non-bargaining unit employees during the winter closure, those days will also be granted to bargaining unit members provided that the Union agrees to waive the requirement of individual notices of temporary or seasonal layoff.

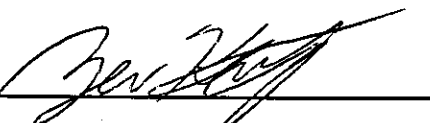
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

3. Side Letter re: SLAC Cryogenics

September 1, 2003

Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This letter will record and ratify once again the continuing agreement reached between Stanford USW with respect to special scheduling and premium arrangements which have been instituted for certain employees within the bargaining unit in the Cryogenics Operations Group at SLAC.

1. For full time workers in the Cryogenics Operations Group when engaged in the continuous operation of equipment for protracted periods, a half-and-half shift schedule as defined in this Section may be established in accordance with Part A of Article IV ("Changes in Regular Schedules".) Except as explicitly provided below, all other provisions of the Agreement remain in effect.
2. Each regular work-day shall consist of two (2) twelve (12) hour half-and-half shifts plus a fifteen (15) minute maximum overlap to provide continuity of operations. Except for beginning and ending the half-and-half shift schedule, the regular work cycles shall consist of four (4) consecutive work days followed by four (4) consecutive scheduled days off.
3. All hours worked in a regular half-and-half shift shall be paid at the base rate with an overtime premium added for all hours worked over eight (8) in a shift.
4. When Stanford determines it is necessary to cover the regular half-and-half shift of an absent worker, supervision may select as a replacement a half-and-half shift worker on a schedule day off who possesses sufficient skill and ability to perform the work in question and who has indicated to supervision either directly or through other workers a desire to work such assignments. The worker assigned to a shift vacancy will be compensated in accordance with the half-and-half provisions in 4.c. directly above. Where Stanford determines it is necessary to provide shift coverage of absent workers by requiring additional overtime by a half-and-half shift worker, all hours worked in excess of twelve and one-quarter (12 1/4) in a workday shall be paid at the base rate with a double time premium added.
5. Except as provided in (c) and (d) above, half-and-half shift schedules shall not require any additional premiums described in Article (IV) and shift restrictions shall not apply.
6. For purposes of Holiday observance during a period when a half-and-half shift schedule is in effect each worker shall receive holiday pay of eight (8) hours at one-and-one-half times their base rate in lieu of the holiday compensation provided in Article V, Part A. Workers working on a day of holiday observance shall receive pay at one-and-one-half their base rate for all hours worked.

Stanford/USW Agreement, September 1, 2003

7. The transition from another shift schedule to half-and-half shift schedule, or in the reverse, while continuous operation of equipment is in process shall be undertaken as seldom as practicable in order to balance operational needs and the private lives of the workers, and Stanford shall attempt in good faith to provide reasonable notice before the ending of a current schedule and reasonable time off for transition to the new schedule, and to make a reasonable effort to schedule work assignments during the transition period to provide the equivalent normal number of work days during the applicable pay period.
8. The provisions of this letter agreement shall be enforceable through the Grievance and Arbitration provisions of the current Agreement between Stanford and USW provided that any grievance or charge concerning the terms of this letter must involve only the wages, hours or working conditions of the workers of the Cryogenics Operations Group affected by the terms of this letter.
9. Stanford and USW understand that Stanford may at its sole discretion decide to cease operations under the provisions of this side letter. Should Stanford exercise this right, then scheduling and compensation and any other related issues will revert to existing provisions of the Agreement.

If the above accurately describes our agreement, please sign and date this letter as provided below and return it to me. I will then forward a fully executed copy to you.

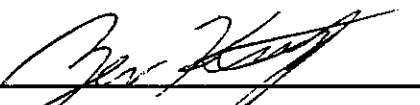
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

4. Side Letter re: SLAC Accelerator Operations

September 1, 2003

Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

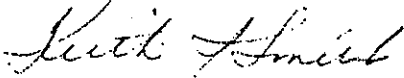
This letter will record and ratify once again the continuing agreement between Stanford and USW covering special scheduling and premium arrangements for certain employees within the bargaining unit in Accelerator Operations at SLAC.

1. For those full-time workers in the Accelerator Operations group at SLAC, when engaged in the continuous operation of equipment for protracted periods, a special weekend shift schedule as defined in this Section may be established in accordance with Part A of Article IV ("Changes in Regular Schedules"). Except as explicitly provided below, all other provisions of the agreement remain in effect.
2.
 - a. Each Saturday and Sunday of operation shall consist of two (2) twelve hour shifts plus a minimum fifteen (15) minute overlap to provide continuity of operations.
 - b. All hours worked in such a regular weekend shift shall be paid at the regular rate with an overtime premium added for all hours worked over eight (8) in a shift.
 - c. Any and all work performed by workers on the weekend shift schedule described in (b) above shall not be taken into account for the application of the "Shift Restrictions" described in Section IV.C.3.
 - d. Because this schedule can and may result in a surplus of operating personnel, the University shall be free to assign without restriction such operating personnel to either part- or full-time work in other areas or groups partially or fully in lieu of operating shift work.
 - e. The provisions of this letter agreement shall be enforceable through the Grievance and Arbitration provisions of the Collective Bargaining Agreement provided that any grievance or complaint concerning the terms of this letter must involve only the wages, hours or working conditions of the workers of the group affected by the terms of this letter.

If the above accurately describes the agreement, please sign and date this letter as provided below and return it to me.

Stanford/USW Agreement, September 1, 2003

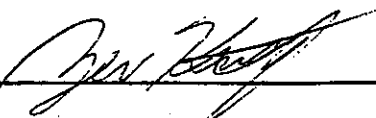
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

5. Side Letter re: SLAC, SSRL

September 1, 2003

Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This letter will record and ratify once again the continuing agreement reached between Stanford and USW concerning special scheduling and premium arrangements which have been instituted for certain employees within the bargaining unit in the Stanford Synchrotron Radiation Laboratory Group.

1. For those full-time operators, as designated by supervision in the Stanford Synchrotron Radiation Laboratory, when engaged in the continuous operation of equipment for protracted periods, a half-and-half rotating shift schedule, as defined below, may be established in accordance with Article IV, Part A ("Changes in Regular Schedules") of the Agreement. Only those operators who have sufficient skill to discharge the responsibilities of SSRL operations without immediate supervision will be eligible to be assigned to the half-and-half shift schedule. Determination of this skill shall be at the sole discretion of management. Except as explicitly provided below, all other provisions of the Agreement remain in effect.
2. The following shall apply immediately preceding and during periods of continuous operations, that is during periods when the accelerator is not on extended down time. During periods of extended accelerator down time, the existing provisions of the Agreement shall apply.
 - a. Each regular work-day shall consist of two (2) twelve (12) hour half-and-half shifts plus a fifteen (15) minute maximum overlap to provide continuity of operations. Except for initiating and terminating the half-and-half shift schedule, the regular work cycles shall consist of four (4) consecutive work days followed by four (4) consecutive scheduled days off.
 - b. All hours worked in a regular half-and-half shift shall be paid at the base rate with an overtime premium added for all hours worked over eight (8) in a shift.
 - c. When Stanford determines it is necessary to cover the regular half-and-half shift of an absent operator, supervision may select as a replacement, among others, an eight-hour shift operator or a half-and-half shift operator on a scheduled day off providing the individual selected possesses sufficient skill and abilities to perform the work in question.

A half-and-half shift operator will be compensated in accordance with the Agreement unless the shift vacancy assignment lasts a total of eight (8) calendar days, in which case he will be compensated in accordance with Item (b) above.

Where Stanford determines it is necessary to provide shift coverage of absent operators by requiring additional overtime by a half-and-half shift operator, all hours worked in excess of twelve and one-quarter (12 1/4) in a workday shall be paid at the base rate with a double time premium added.

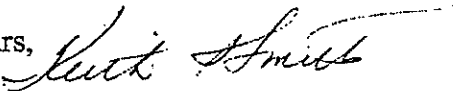
- d. Except as provided in b. and c. above, half-and-half shift schedules shall not require any additional premiums described in Article (IV) and shift restrictions shall not apply.
- e. For purposes of Holiday observance during a period when a half-and-half shift schedule is in effect, each operator shall receive holiday pay of eight (8) hours at one-and-one-half times their base rate in lieu of the holiday compensation provided in Article V, Part A. Workers working on a day of holiday observance shall receive pay at one-and-one-half time their base rate of pay for all hours worked.
- f. The transition from an eight-hour shift schedule to a half-and-half shift schedule, or the reverse, while continuous operation of equipment is in process, shall be undertaken as seldom as practicable in order to balance operational needs and the private lives of the operators.

Stanford shall attempt in good faith to provide reasonable notice before the ending of a current schedule and reasonable time off for transition to a new schedule, and to make a reasonable effort to schedule work assignments during the transition period to provide the equivalent normal number of work days during the applicable pay period.

- 3. Stanford and USW understand that Stanford may at its sole discretion decide to cease operations under the provisions of this side letter. Should Stanford exercise this right, then scheduling and compensation and any other related issues will revert to existing provisions of the Agreement.
- 4. The provisions of the Side Letter Agreement shall be enforceable through the Grievance and Arbitration provisions of the current Agreement between Stanford and USW, provided that any grievance or charge concerning the terms of the letter must involve only the wages, hours or working conditions of the operators of the Stanford Synchrotron Radiation Laboratory affected by the terms of this letter.


If the above accurately describes the agreement, please sign and date this letter as provided below and return it to me. I will then provide you with a fully executed copy.

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Very truly yours, 
Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

6. Side Letter re: SLAC Temporary Agency Employees

September 1, 2003

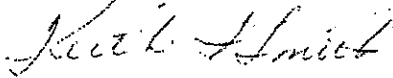
Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This side letter will confirm our agreement concerning temporary agency employees performing work similar to work regularly and customarily performed by workers at the Stanford Linear Accelerator Center (SLAC). In order to meet the peak work load and project needs of the Laboratory, the following will apply:

1. SLAC may use temporary agency employees to perform work similar to work regularly and customarily performed by workers in assignments not to exceed twelve (12) months.
2. Instead of utilizing temporary agency employee, SLAC may establish and use regular positions or fixed-term positions with specific beginning and ending dates for projects with an estimated duration between twelve (12) months and four (4) years in length. The worker is not eligible for severance pay at the conclusion of the fixed-term or if the project is concluded early due to project cancellation or early completion. Such terminations shall not be grievable.
3. At the conclusion of a project-related fixed-term assignment, a worker may be assigned to a subsequent fixed-term assignment with specific beginning and ending dates.
4. If a project extends beyond the fixed-term ending date, the fixed-term appointment may be extended until the project is completed.
5. Any temporary agency employee currently on assignment at SLAC will have up to twelve (12) months before an assignment is ended or a conversion is made to a regular or fixed-term position.
6. On a quarterly basis, SLAC will notify the Union of such assignments filled by fixed-term workers or temporary agency employee during the preceding quarter and the expected duration of such assignments. The Union will also be notified of all extensions.
7. All work determined to be covered by the Davis-Bacon Act is excluded from this Side Letter Agreement.
8. The provisions of this Side Letter Agreement shall be enforceable through the Grievance and Arbitration provisions of the current Agreement between Stanford and USW.

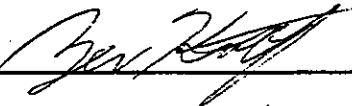
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

Stanford/USW Agreement, September 1, 2003

7. Side Letter re: Other Data

September 1, 2003

Mr. Zev. Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

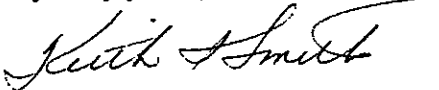
This letter will confirm our agreement that effective March 31, 1995, and on a monthly basis thereafter for the term of the collective bargaining agreement, within 30 days of the closing date of each such month, for each University department listed below, the University will attempt in good faith to provide the Union with a list of non-regular University staff, employed on the University temporary payroll to perform work regularly and customarily performed by workers employed in such department, for a period actually lasting at least four months and at least 20 hours of work per week, excluding student, exempt and academic employees:

Facilities Department
Athletics Department
Housing and Dining Service
Telecommunications

The University will attempt to include in such list the name, department, work location, dates of beginning work in the department and ending, if any, of work in such department, and the number of hours of work per work week.

Local 715 specifically agrees and understands that this side letter and the provision of information pursuant thereto, shall not be deemed in any way to change or amend Article I.A. or any other provision of the collective bargaining agreement.


Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

8. Side Letter re: Social Security "No Match" Situations

September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

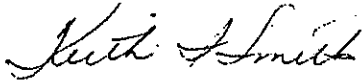
Dear Mr. Kvitky:

The Union and University agree that unless and until there is a different legal requirement imposed by regulation or case law, the University will handle as follows those situations in which it receives notification from the Social Security Administration (SSA) that a worker's name and social security number do not match:

1. The University will meet with the affected worker and provide him/her with a letter stating that the SSA has informed the University that the worker's name and social security number do not match. The worker may be accompanied at this meeting by a steward, if he/she so requests. The union will receive a copy of the letter that is provided to the worker.
2. The worker will be apprised of the documents or verification needed (as stipulated by the Social Security Administration). This may entail making a copy of the worker's social security card, which reflects correct name and social security number. It may entail referring the worker to the nearest SSA Office to have a new card issued, or to obtain verification the old card is valid.
3. The worker will be given a minimum of fifteen (15) working days to produce the required verification. The worker may continue to work during the fifteen (15) day period. If the worker's work schedule is Monday through Friday during normal business hours of the SSA Office, the worker will work with the supervisor to arrange a date and time for the worker to attend to this situation.
4. The worker will be instructed to report back within the fifteen (15) working day period on the status of attempts to reconcile the discrepancy. If more time is necessary to resolve the discrepancy, the worker may be put on an unpaid administrative leave of absence for up to ninety (90) days. The leave can be extended or renewed if the worker provides acceptable evidence prior to the conclusion of the leave that progress is being made and additional time is required.
5. If after extended efforts the worker is unable to resolve the discrepancy, or if the worker fails to meet the conditions of the leave of absence or extensions, then it may be necessary to terminate employment with Stanford University

Stanford/USW Agreement, September 1, 2003

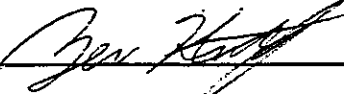
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

9. Side Letter re: Grandparented Wage Structure

September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

- I. Effective under terms of Side Letter 9, September 1, 1997, there will be a new wage structure for all new hires into any job classification in the Food Service Worker series and the Custodian series. This wage structure is reflected in Appendix B as A60 through A68.
- II. Current incumbents in these classifications will remain in the current higher wage structure for the entire period of their employment in any of these classifications, as long as seniority continues per Article II. A. This grandparented wage structure is reflected in Appendix B as A8, A10, A12, A13, A15, A20, and A26.
- III. No worker shall be discriminated against for promotion, transfer layoff, shift scheduling, overtime assignment, or any other benefit or right guaranteed by this Agreement because of being either a Food Service Worker or Custodian who is "grandparented" or who is hired into the new wage structure.


Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

10. Side Letter re: Alternative Work Schedules

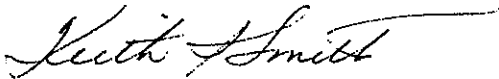
September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

The Union and University agree to meet during the life of this Agreement to develop a template to be used where a worker or workers desire to work alternative schedules and management in its sole discretion agrees that alternative work schedules may be worked without impairing the ability to accomplish the work that is required of the group. Management is under no obligation to agree to permit alternative work schedules. An alternative work schedule will be reviewed annually and will be subject to termination on reasonable notice (at least thirty calendar days) if it no longer meets worker or management needs. No current worker may be forced to commence working an alternative work schedule. The template will include, at a minimum, provisions for the handling of vacation, sick leave, and PTO usage.

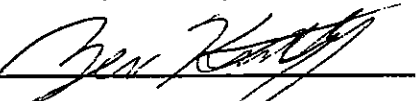
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

11. Side Letter re: Higher Paid Within the Unit, Dining Services

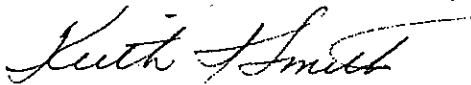
September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

The Union and University agree that in Dining Services, only, a worker who is temporarily assigned to assume the responsibilities of an absent worker or of a vacant position in a higher paid classification within the bargaining unit shall be compensated as if promoted to the higher position if the assignment lasts at least four (4) hours or the substantial majority thereof and if the worker's tasks and responsibilities for the period of reassignment would warrant permanent reclassification to the higher level if continued on a permanent basis.

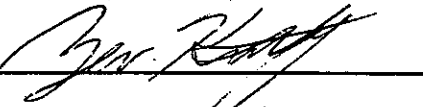
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

12. Side Letter re: Employee Job Referral Bonus

September 1, 2000

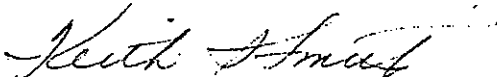
Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky :

This side letter will confirm our agreement that if, during the term of this Agreement, the University or any of its divisions or departments establishes an employee job referral bonus program that is applicable to non-bargaining unit, non-exempt employees, it will extend the benefits of such program to members of the bargaining unit on the same basis and under the same terms and conditions as apply to non-bargaining unit, non-exempt employees, without the need for further negotiation.

If during the term of this Agreement, the University or any of its divisions or departments abandons any employee job referral bonus program that has been established for non-bargaining unit, non-exempt employees, such program as it was made applicable to members of the bargaining unit will also be abandoned without the need for further negotiation.

Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

13. Side Letter re: Dining Services - New Hire Data

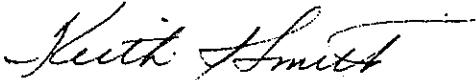
September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

This letter will confirm our agreement that, for workers in Dining Services only, the University will endeavor in good faith to provide to the Union on a quarterly basis an update of the home departments and physical work locations.

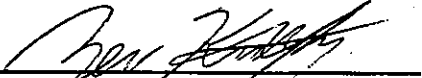
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 12 November 2003

Stanford/USW Agreement, September 1, 2003

14. Side Letter re: Stanford Dining Services

September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

1. Within ninety (90) days of signing this Agreement, the University will post and fill five (5) new regular staff positions in Dining Services. Those positions will be assigned to work no less than six (6) hours per workday in split shift arrangements to cover Dining Services' daily service needs. The Union agrees to modify the provisions of Article IV.C.2.c. (paragraph 170) with respect to these positions to allow up to two (2) hours of unpaid time per shift. The Union waives the preference provisions of Article III of the Agreement and the Agreement concerning former Bon Appetit employees for these positions only, and agrees that first priority for filling these new positions will be given to non-bargaining individuals who are currently performing similar work in Dining Services. The purpose of creating these positions is to address Dining Services' needs to have staff available to cover daily peak work load needs and the Union's interest in having such work performed by bargaining unit workers.
2. During the second year of this Agreement, Dining Services will post and fill an additional eleven (11) new regular staff positions. In subsequent years, Dining Services will post and fill an additional twelve (12) new regular staff positions until a total of forty (40) additional positions have been created. The total of forty (40) positions will be in addition to any new positions created as a result of business expansion or other paragraphs of this sideletter. At Dining Services' option, the positions posted and filled in years 2 and subsequent years may be split shift positions or regular staff positions of not less than twenty (20) hours per workweek. In the event there is any change in Dining Services' business circumstances that requires any modification to this time table for posting and filling the new positions required by this paragraph, the Union and University agree to meet and confer concerning the situation and to develop a new time frame in view of those changed circumstances.
3. In addition to the new positions described above, within ninety (90) days of signing this Agreement, Stanford Dining Services will review its usage of directly hired Stanford temporary employees. At that time, any directly hired Stanford University temporary employee who has been actually working for at least 20 hours per week in a position doing work similar to work done by bargaining unit members in Stanford Dining services for a continuous period actually lasting for at least four (4) months during the previous twelve (12) months, and who has not been covering for an absent bargaining unit worker, will be eligible for regular staff employment with the University in that position and will be converted to regular staff status at step 1 of the applicable range effective the first working day following the conclusion of the four (4) month period. The four (4) month period is tolled by any period when regular or fixed term workers in the same group are on temporary or seasonal layoff.

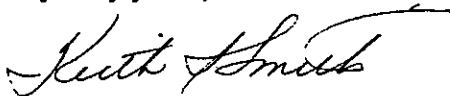
Stanford/USW Agreement, September 1, 2003

provided that the individual performs the same work both immediately before and immediately after the period of temporary or seasonal layoff. The Union agrees to waive the posting and preference provisions of Article III with respect to such converted positions. The University agrees not to change a worker's schedule or create breaks in service for the purpose of avoiding the conversion described in this side letter. The University will make the same conversion with respect to any position where an individual's schedule was changed or altered for the purpose of preventing that individual from meeting the criteria described above.

Workers who have been converted to regular positions pursuant to this side letter will start at step 1 of the appropriate pay range of the position and will serve a trial period in accordance with the provisions of Article III.A.7.b. (#119, Trial Period) of the Agreement.

4. Dining Services will continue to review its usage of directly hired temporary employees on a quarterly basis during the life of this Agreement and will convert to regular status any worker who meets the criteria set forth in paragraph 3, above, subject to the same Union waivers also contained in paragraph 3, above. The University agrees not to change a worker's schedule or create breaks in service for the purpose of avoiding the conversion described in this side letter.
5. Also on a quarterly basis, the University will provide the Union with information concerning the number and use of directly directed hired Stanford temporary employees in Stanford Dining Services, including the number of individuals who have been hired into regular staff positions during the quarter pursuant to the terms of this side letter.
6. Dining Services may use agency temporary personnel to perform work similar to that regularly and customarily performed by bargaining unit workers (a) to fill in for bargaining unit workers who are absent or on leave, and (b) to work on other one-time special or unanticipated projects and on one-time or yearly events such as the start of the school, commencement, parents' weekend, homecoming, etc.

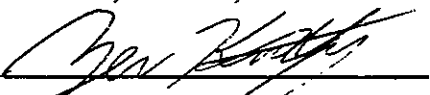
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

Stanford/USW Agreement, September 1, 2003

15. Side Letter re: Use of Temporary Agency Employees by Facilities Operations, Housing, and DAPER

September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

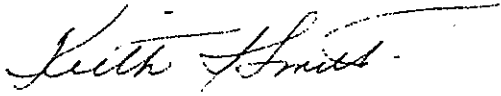
This side letter will confirm our agreement concerning temporary agency employees performing work similar to work regularly and customarily performed by workers in the following Stanford departments: Facilities Operations, Housing, and DAPER ("the Departments"). In order to meet the peak work load and seasonal needs of the Department, the following will apply:

1. Facilities Operations may use temporary agency employees to perform work similar to work regularly and customarily performed by workers in assignments not to exceed nine (9) months. In Grounds, the nine month period encompasses the months of March through November, except where temporary agency employees are used to cover for worker absences.
2. Housing may use temporary agency employees to perform work similar to work regularly and customarily performed by workers in assignments not to exceed twelve (12) months.
3. DAPER may use temporary agency employees to perform work similar to work regularly and customarily performed by workers in assignments not to exceed twelve (12) months.
4. Instead of using temporary agency employees, the Departments may establish fixed-term positions with specific beginning and ending dates to meet peak work load or seasonal needs with an estimated duration not to exceed nine (9) months. The worker is not eligible for severance pay at the conclusion of the fixed-term or if the peak work load or seasonal need is concluded early or if work during that period is cancelled or deferred. Such terminations shall not be grievable.
5. At the conclusion of a peak work load or seasonal assignment, a worker may be assigned to a subsequent fixed-term assignment with specific beginning and ending dates.
6. If peak work load or seasonal needs extend beyond the fixed-term ending date, the fixed-term appointment may be extended, not to exceed one (1) year.
7. Any temporary agency employee currently on assignment in the Facilities Operations and DAPER Departments will have up to six (6) months and any temporary agency employee currently on assignment in Housing will have up to twelve (12) months before an assignment is ended or a conversion is made to a regular or fixed-term position.
8. On a quarterly basis, the University will notify the Union of such assignments filled by fixed-term workers or temporary agency employees during the preceding quarter and the expected duration of such assignments. The Union will also be notified of all such extensions.
9. This side letter is not intended to preclude longer use of temporary agency personnel to cover for absences of workers who are on extended leaves of absences. Where an absence is initially

Stanford/USW Agreement, September 1, 2003

predicted to be twelve (12) months or longer, the replacement worker shall be put in a fixed term position.

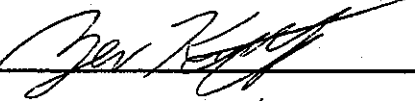
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

16. Side Letter re: Equality of Treatment

September 1, 2003

Mr. Zev Kvitky, President
United Stanford Workers
S.E.I.U., AFL-CIO, CLC, Local 715
P.O. Box 19152
Stanford, CA 94309

Dear Mr. Kvitky:

The Union and University agree that, during the first year of this Agreement, the Affirmative Action Committee described in ¶93A-93C will meet for the purpose of discussing work the Committee will undertake in order to further the University's affirmative action efforts. To aid in this discussion, the University will appointment one bargaining unit member of the Affirmative Action Committee to the University's Staff Diversity Action Council.

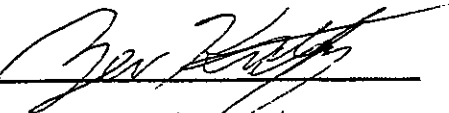
Very truly yours,



Keith I. Smith
Manager of Labor Relations

Accepted by:

UNITED STANFORD WORKERS,
LOCAL 715, S.E.I.U., AFL-CIO

By: 

Dated: 10 November 2003

APPENDIX A-1
TMS Bargaining Unit
Job Classification And Pay Range Assignments by JCC

	JCC	Job Classification Title	Pay Range
	1702	Portal Monitor Trainee	A-00
*	1728	Portal Monitor	A-09
	1806	Conservation Technician Trainee	A-00
*	1814	Conservation Technician I	A-12
*	1816	Conservation Technician II	A-18
*	1818	Conservation Technician III	A-26
	1858	Museum Bldgs & Installation Trainee	A-00
*	1866	Museum Bldgs & Installation Specialist	A-28
	1872	Museum Attendant	A-17
	2874	Plant Services Dispatcher Trainee	A-00
*	2882	Plant Services Dispatcher I	A-22
*	2890	Plant Services Dispatcher II	A-30
*	2894	Plant Services Dispatcher Leader	A-31
	2900	Telecommunications Trainee	A-00
*	2908	Telecommunications Attendant	A-18
*	2916	Telecommunications Attendant Leader	A-20
	3662	Reprographics Technician Trainee	A-00
*	3664	Reprographics Technician I	A-15
*	3666	Reprographics Technician II	A-20
*	3668	Reprographics Technician III	A-22
*	3670	Reprographics Technician IV	A-24
	3774	Graphics Technician Trainee	A-00
*	3782	Graphics Technician I	A-14
*	3790	Graphics Technician II	A-20
*	3798	Graphics Technician III	A-26
	3802	Graphics Technician III Leader	A-28
*	3806	Graphics Technician IV	A-32
*	3810	Graphics Technician Specialist	A-38
	3858	Photographer Trainee	A-00
*	3866	Photographer	A-14

	3906	Photographic Technician Trainee	A-00
*	3914	Photographic Technician I	A-14
*	3922	Photographic Technician II	A-22
*	3926	Photographic Technician III	A-24
*	3930	Photographic Technician Specialist	A-32
	3990	Audio-Visual Operator Trainee	A-00
*	3998	Audio-Visual Operator	A-25
*	4000	Audio-Visual Operator Leader	A-27
	4030	TV Master Control Operator Trainee	A-00
*	4034	TV Master Control Operator	A-28
	4042	Costume Technician Trainee	A-00
	4050	Costume Technician	A-24
	4054	Senior Costume Technician	A-28
	5242	Data Entry Operator Trainee	A-00
*	5250	Senior Data Entry Operator	A-17
*	5258	Data Entry Operator Leader	A-20
*	5226	Data Entry Coordinator	A-24
*	5340	Computer Services Operator I	A-18
*	5348	Computer Services Operator II	A-24
*	5350	Computer Services Operator III	A-26
*	5354	Computer Services Operator Lead	A-30
*	5352	Senior Computer Services Operator	A-28
	5363	Computing Help Desk Specialist	A-26
	5366	Tape Librarian Trainee	A-00
	5374	Tape Librarian I	A-17
	5382	Tape Librarian II	A-19
*	5630	Life Science Technician Trainee	A-00
*	5638	Life Science Technician I	A-18
*	5644	Life Science Technician II	A-24
*	5652	Life Science Technician III	A-30
*	5660	Life Science Technician IV	A-36
*	5670	Life Science Tech Group Leader Trnee	A-00
*	5678	Life Science Tech II Group Leader	A-26
*	5686	Life Science Tech III Group Leader	A-32

*	5694	Life Science Tech IV Group Leader	A-38
	5770	Laboratory Glassware Washer Trainee	A-00
*	5778	Laboratory Glassware Washer	A-11
*	5782	Laboratory Glassware Washer Leader	A-13
*	5786	Laboratory Assistant I	A-13
*	5794	Laboratory Assistant II	A-16
*	5802	Laboratory Assistant III	A-20
	5828	Animal Care Assistant Trainee	A-00
*	5835	Animal Care Assistant I	A-12
*	5844	Animal Care Assistant II	A-16
*	5852	Animal Care Assistant III	A-20
*	5854	Animal Care Assistant IV	A-24
	5870	Autopsy Room Attendant Trainee	A-00
*	5878	Autopsy Room Attendant I	A-17
*	5886	Autopsy Room Attendant II	A-26
	6466	Precision Sheet Metal & Fab Tech	A-39
	6470	Precision Sheet Metal & Fab Tech Ldr	A-41
	6476	Laboratory Machinist Trainee	A-00
*	6484	Laboratory Machinist	A-39
*	6492	Laboratory Machinist Specialist	A-43
*	6496	Laboratory Machinist Specialist Leader	A-45
	6542	Laboratory Welder Trainee	A-00
*	6550	Laboratory Welder II	A-35
*	6554	Laboratory Welder III	A-41
	6558	Laboratory Welder Leader	A-43
	6564	Saw Shop Attendant	A-26

Science and Engineering Technician Electro-Mechanic

	6588	S & E Tech Trainee (Electro- Mech)	A-00
*	6596	S & E Technician (Electro-Mech)	A-28
*	6604	Senior S & E Technician (Electro-Mech)	A-34
*	6612	Principal S & E Tech (Electro-Mech)	A-40

Science and Engineering Technician Electronics

	6630	S & E Technician Trainee (Electronics)	A-00
*	6638	S & E Technician (Electronics)	A-28
*	6646	Senior S & E Technician (Electronics)	A-34

*	6654	Principal S & E Tech (Electronics)	A-40
		Science and Engineering Technician Mechanical	
	6672	S & E Technician Trainee (Mechanical)	A-00
*	6680	S & E Technician (Mechanical)	A-28
*	6688	Senior S & E Technician (Mechanical)	A-34
*	6696	Principal S & E Tech (Mechanical)	A-40
	6714	Accelerator Systems Operator I	A-32
*	6720	Accelerator Systems Operator II	A-37
*	6728	Accelerator Systems Operator III	A-42
	6740	Installation Technician Trainee	A-00
*	6748	Installation Technician	A-28
*	6754	Principal Installation Technician	A-34
	6760	Electronic Prototype Fabricator Trainee	A-00
*	6774	Electronic Prototype Fabricator	A-28
*	6780	Principal Electronic Prototype Fabricator	A-34
	7066	Storekeeper Trainee	A-00
*	7074	Storekeeper I	A-17
*	7082	Storekeeper II	A-22
*	7084	Storekeeper II Leader	A-24
*	7090	Storekeeper III	A-26
	7124	Shipper Receiver Trainee	A-00
*	7132	Shipper Receiver	A-21
*	7133	Shipper Receiver Specialist	A-22
*	7134	Shipper Receiver Leader	A-23
	7136	Shipper Receiver Coordinator	A-29
	7150	Deliverer Trainee	A-00
*	7158	Deliverer I	A-16
*	7166	Deliverer II	A-17
*	7172	Deliverer I Leader	A-18
	7216	Athletic Equipment Keeper Trainee	A-00
*	7224	Athletic Equipment Keeper I	A-14
*	7232	Athletic Equipment Keeper II	A-18
	7242	Property Control Assistant Trainee	A-00
	7250	Property Control Clerk	A-16
	7258	Property Control Assistant	A-21
	7262	Property Control Assistant Leader	A-25
	7264	Senior Property Control Assistant	A-25

	7266	Property Control Coordinator	A-27
**	7284	Food Service Worker Trainee	A-00
**	7285	Food Service Worker I	A-60
**	7286	Food Service Worker II	A-61
**	7287	Food Service Worker III	A-62
**	7288	Food Service Worker IV	A-63
**	7289	Food Service Worker V	A-64
	7292	Food Service Worker Trainee	A-00
*	7300	Food Service Worker I	A-08
*	7308	Food Service Worker II	A-10
*	7316	Food Service Worker III	A-12
*	7324	Food Service Worker IV	A-20
*	7332	Food Service Worker V	A-26
	7236	Chef	A-28
	7612	Construction Coordinator	A-46
	7646	Custodian Trainee	A-00
*	7654	Custodian	A-13
*	7642	Custodian Leader	A-15
***	7651	Custodian Trainee	A-00
***	7652	Custodian	A-67
***	7653	Custodian Leader	A-68
*	7657	Project Crew I	A-16
*	7658	Project Crew II	A-22
	7720	Maintenance Person Trainee	A-00
*	7728	Maintenance Person I	A-24
*	7736	Maintenance Person II	A-26
*	7744	Maintenance Person III	A-33
*	7752	Maintenance Person IV	A-39
*	7794	Maintenance Person II (Premium)	A-29
*	7802	Maintenance Person III (Premium)	A-36
#	7806	Maintenance Person III Leader (Premium)	A-37
#	7810	Maintenance Person IV Leader (Premium)	A-41
*	7822	Road Maintenance Technician I	A-24
*	7824	Road Maintenance Technician II	A-25
	7825	Road Maintenance Technician Leader	A-26

	7834	Athletics Groundskeeper Trainee	A-00
*	7842	Athletics Groundskeeper	A-19
	7850	Athletics Groundskeeper Leader	A-21
	7860	Relamper Trainee	A-00
*	7868	Relamper	A-18
	7878	Laborer Trainee	A-00
*	7886	Laborer	A-16
	7894	Laborer/Driver	A-18
	7902	Laborer Leader	A-18
	7906	Laborer/Driver Leader	A-20
	7928	Groundskeeper Trainee	A-00
*	7932	Groundskeeper Assistant	A-13
*	7936	Groundskeeper	A-16
*	7944	Gardener	A-19
*	7952	Grounds Leader	A-23
	7986	Grounds Equipment Operator Trainee	A-00
*	7994	Grounds Equipment Operator I	A-18
*	8002	Grounds Equipment Operator II	A-21
	8012	Greenskeeper Trainee	A-00
*	8020	Greenskeeper	A-18
*	8024	Greenskeeper Leader	A-20
	8030	Pest Controller Trainee	A-00
*	8038	Pest Controller I	A-23
*	8046	Pest Controller II	A-26
	8056	Sprinkler Systems Specialist Trainee	A-00
*	8064	Sprinkler Systems Specialist I	A-20
*	8072	Sprinkler Systems Specialist II	A-26
*	8078	Sprinkler Systems Specialist Leader	A-28
	8082	Tree Specialist Trainee	A-00
*	8090	Tree Specialist I	A-20
*	8098	Tree Specialist II	A-26
	8100	Tree Specialist II Leader	A-28
*	8106	Tree Specialist III	A-30
	8116	Water Systems Technician Trainee	A-00
*	8124	Water Systems Technician	A-39
		Water Systems Technician Leader	A-41

	8134	Carpenter Trainee	A-00
*	8142	Carpenter, Stage	A-25
*	8150	Carpenter, Maintenance & Museum	A-33
*	8158	Carpenter Specialist (Cabinetmaker)	A-35
#	8166	Carpenter Leader	A-36
	8176	Locksmith Trainee	A-00
*	8184	Locksmith Maintenance	A-33
*	8192	Locksmith Master	A-36
	8202	Painter Trainee	A-00
*	8210	Painter Maintenance	A-33
*	8218	Painter Specialist	A-34
*	8226	Painter Leader	A-35
*	8228	Glazier	A-00
*	8230	Glazier Maintenance	A-33
*	8232	Glazier Specialist	A-34
	8234	Glazier Leader	A-35
	8236	Stonemason Trainee	A-00
*	8244	Stonemason Maintenance	A-33
	8246	Utilities Instrument Technician Trainee	A-00
*	8247	Utilities Instrument Technician	A-40
*	8248	Utilities Instrument Technician Specialist	A-42
	8249	Utilities Instrument Technician Leader	A-44
	8250	Instrument Mechanic Trainee	A-00
*	8251	Instrument Mechanic	A-38
*	8152	Instrument Mechanic Specialist	A-40
	8153	Instrument Mechanic Leader	A-42
*	8288	Maintenance Mechanic Trainee Res Facility	A-00
*	8296	Maintenance Mechanic Research Facility	A-35
*	8304	Maintenance Mechanic Specialist Res Fac	A-36
*	8312	Maintenance Mechanic Leader Res Fac	A-37
	8322	Utilities Mech Trainee Research Facilities	A-00
*	8330	Utilities Mechanic Research Facilities	A-38
*	8338	Utilities Mech Specialist Research Facilities	A-40
*	8346	Utilities Mechanic Leader Research Fac	A-42
	8348	Precision Surveyor Trainee	A-00
	8350	Precision Surveyor Aide	A-29

	8352	Precision Surveyor	A-35
	8355	Principal Precision Surveyor	A-40
	8354	Precision Surveyor Leader	A-42
	8356	Electrician Trainee	A-00
*	8364	Electrician Maintenance	A-37
*	8372	Electrician Specialist	A-38
*	8374	Electrician Specialist High Voltage	A-42
*	8380	Electrician Leader	A-40
*	8381	Electrician Leader High Voltage	A-44
	8382	Alarm Technician Trainee	A-00
*	8384	Alarm Technician	A-37
*	8385	Alarm Technician Leader	A-39
	8390	Plumber Trainee	A-00
*	8398	Plumber Sewers And Water Mains	A-31
*	8406	Plumber Maintenance	A-37
*	8414	Plumber Specialist	A-38
#	8422	Plumber Leader	A-40
	8427	Pipefitter Trainee	A-00
*	8428	Pipefitter	A-37
*	8430	Pipefitter Specialist	A-39
	8429	Pipefitter Leader	A-41
	8432	Steamfitter Trainee	A-00
*	8440	Steamfitter Maintenance	A-38
*	8444	Steamfitter Specialist	A-40
#	8448	Steamfitter Leader	A-42
*	8452	Plumber/Steamfitter	A-39
#	8453	Plumber/Steamfitter Leader	A-41
	8454	Insulator Trainee	A-00
*	8455	Insulator	A-35
#	8456	Insulator Leader	A-37
	8458	Sheetmetal Worker Trainee	A-00
	8466	Sheetmetal Worker Maintenance	A-35
	8474	Sheetmetal Estimator/Coordinator	A-37
	8478	Sheetmetal Worker Leader	A-37
	8884	Auto & Equipment Mechanic Trainee	A-00
*	8492	Auto & Equipment Mech Maintenance	A-34

*	8500	Auto & Equipment Mech Specialist	A-35
#	8508	Auto & Equipment Mech Leader	A-36
	8518	Service Station Operator Trainee	A-00
*	8526	Service Station Operator I	A-23
	8534	Service Station Operator II	A-25
	8578	Heating, Ventilation & A.C. Mech Trnee	A-00
*	8586	HVAC Mechanic Maintenance	A-37
*	8594	HVAC Mechanic Specialist	A-39
#	8602	HVAC Mechanic Leader	A-41
	8612	Rigger Trainee	A-00
*	8620	Rigger Maintenance	A-35
*	8624	Rigger Specialist	A-37
*	8630	Rigger Specialist Leader	A-38
	8638	Stationary Engineer Trainee	A-00
	8646	Stationary Engineer	A-39
*	8720	Health Physics Technician I	A-30
*	8721	Health Physics Technician II	A-35
*	8722	Health Physics Technician III	A-39
	8774	Radiation Gate Guard Trainee	A-00
*	8782	Radiation Gate Guard	A-15
*	8790	Radiation Gate Guard Leader	A-18
	8890	Miscellaneous Technician	N/A
	8900	Miscellaneous Crafts Person	N/A
	8910	Miscellaneous Semi-Skilled	N/A
	8920	Miscellaneous Laborer	N/A
	8930	Miscellaneous Service Worker	N/A

Miscellaneous

Stage Technician	A-30
President's House Services Aide	A-15
Photo Lab Coordinator	A-30
Utilities Design Draftsman/Coordinator	A-42
Gallery Maintenance Assistant	A-14
Shielding Fabrication Assistant	A-14
President's House Services Assistant	A-22

Appendix A-2
TMS Bargaining Unit
Job Classification And Pay Range Assignments
(by Classification Title)

	JCC	Job Classification Title	Pay Range
*	6714	Accelerator Systems Operator I	A-32
*	6720	Accelerator Systems Operator II	A-37
*	6728	Accelerator Systems Operator III	A-42
*	8384	Alarm Technician	A-37
*	8385	Alarm Technician Leader	A-39
	8382	Alarm Technician Trainee	A-00
*	5835	Animal Care Assistant I	A-12
*	5844	Animal Care Assistant II	A-16
*	5852	Animal Care Assistant III	A-20
*	5854	Animal Care Assistant IV	A-24
	5828	Animal Care Assistant Trainee	A-00
*	7224	Athletic Equipment Keeper I	A-14
*	7232	Athletic Equipment Keeper II	A-18
	7216	Athletic Equipment Keeper Trainee	A-00
*	7842	Athletics Groundskeeper	A-19
	7850	Athletics Groundskeeper Leader	A-21
	7834	Athletics Groundskeeper Trainee	A-00
*	3998	Audiovisual Operator	A-25
*	4000	Audiovisual Operator Leader	A-27
	3990	Audiovisual Operator Trainee	A-00
	8484	Auto & Equipment Mechanic Trainee	A-00
*	8508	Auto & Equipment Mechanic Leader	A-36
*	8492	Auto & Equipment Mechanic Maintenance	A-34
*	8500	Auto & Equipment Mechanic Specialist	A-35
*	5878	Autopsy Room Attendant I	A-17
*	5886	Autopsy Room Attendant II	A-26
	5870	Autopsy Room Attendant Trainee	A-00

	8134	Carpenter Trainee	A-00
*	8166	Carpenter Leader	A-36
*	8150	Carpenter Maintenance & Museum	A-33
*	8158	Carpenter Specialist (Cabinetmaker)	A-35
*	8142	Carpenter Stage	A-25
	7336	Chef	A-28
*	5340	Computer Service Operator I	A-18
*	5348	Computer Service Operator II	A-24
*	5350	Computer Service Operator III	A-26
*	5354	Computer Service Operator Lead	A-30
*	5352	Senior Computer Service Operator	A-28
*	1814	Conservation Technician I	A-12
*	1816	Conservation Technician II	A-18
*	1818	Conservation Technician III	A-26
	1806	Conservation Technician Trainee	A-00
	7612	Construction Coordinator	A-46
	4050	Costume Technician	A-24
	4042	Costume Technician Trainee	A-00
	4054	Senior Costume Technician	A-28
*	7654	Custodian	A-13
***	7652	Custodian	A-67
*	7642	Custodian Leader	A-15
***	7653	Custodian Leader	A-68
	7646	Custodian Trainee	A-00
***	7651	Custodian Trainee	A-00
	5226	Data Entry Coordinator	A-24
*	5258	Data Entry Operator Leader	A-20
	5242	Data Entry Operator Leader	A-00
*	5250	Senior Data Entry Operator	A-17
*	7158	Deliverer I	A-16
*	7172	Deliverer I Leader	A-18
*	7166	Deliverer II	A-17
	7150	Deliverer Trainee	A-00

	8356	Electrician Trainee	A-00
*	8380	Electrician Leader	A-40
*	8364	Electrician Maintenance	A-37
*	8372	Electrician Specialist	A-38
*	8374	Electrician Specialist High Voltage	A-42
*	8381	Electrician Leader High Voltage	A-44
*	6774	Electronic Prototype Fabricator	A-28
	6760	Electronic Prototype Fabricator Trainee	A-00
*	6780	Principal Electronic Prototype Fabricator	A-34
**	7285	Food Service Worker I	A-60
*	7300	Food Service Worker I	A-08
**	7286	Food Service Worker II	A-61
*	7308	Food Service Worker II	A-10
**	7287	Food Service Worker III	A-62
*	7316	Food Service Worker III	A-12
**	7288	Food Service Worker IV	A-63
*	7324	Food Service Worker IV	A-20
**	7289	Food Service Worker V	A-64
*	7332	Food Service Worker V	A-26
**	7284	Food Service Worker Trainee	A-00
	7292	Food Service Worker Trainee	A-00
		Gallery Maintenance Assistant	A-14
*	7944	Gardener	A-19
*	8234	Glazier Leader	A-35
*	8230	Glazier Maintenance	A-33
*	8232	Glazier Specialist	A-34
	8228	Glazier Trainee	A-00
*	3782	Graphics Technician I	A-14
*	3790	Graphics Technician II	A-20
*	3798	Graphics Technician III	A-26
	3802	Graphics Technician III Leader	A-28
*	3806	Graphics Technician IV	A-32
*	3810	Graphics Technician Specialist	A-38
	3774	Graphics Technician Trainee	A-00
*	8020	Greenskeeper	A-18
*	8024	Greenskeeper Leader	A-20
	8012	Greenskeeper Trainee	A-00
*	7994	Grounds Equipment Operator I	A-18

*	8002	Grounds Equipment Operator II	A-21
	7986	Grounds Equipment Operator Trainee	A-00
*	7952	Grounds Leader	A-23
*	7936	Groundskeeper	A-16
*	7932	Groundskeeper Assistant	A-13
	7928	Groundskeeper Trainee	A-00
*	8714	Hazardous Waste Technician	A-30
*	8716	Hazardous Waste Technician II	A-34
	5363	Computing Help Desk Specialist	A-26
*	8720	Health Physics Technician I	A-30
*	8721	Health Physics Technician II	A-35
*	8722	Health Physics Technician III	A-39
	8578	HVAC Mechanic Trainee	A-00
*	8602	HVAC Mechanic Leader	A-41
*	8586	HVAC Mechanic Maintenance	A-37
*	8594	HVAC Mechanic Specialist	A-39
*	6748	Installation Technician	A-28
	6740	Installation Technician Trainee	A-00
*	6754	Principal Installation Technician	A-34
*	8253	Instrument Mechanic Leader	A-42
*	8252	Instrument Mechanic Specialist	A-40
	8250	Instrument Mechanic Trainee	A-00
*	8251	Instrument Mechanic	A-38
	7028	Inventory Control Specialist	A-30
*	5786	Laboratory Assistant I	A-13
*	5794	Laboratory Assistant II	A-16
*	5802	Laboratory Assistant III	A-20
*	5778	Laboratory Glassware Washer	A-11
*	5782	Laboratory Glassware Washer Leader	A-13
	5770	Laboratory Glassware Washer Trainee	A-00
*	6484	Laboratory Machinist	A-39
*	6492	Laboratory Machinist Specialist	A-43
*	6496	Laboratory Machinist Specialist Leader	A-45
	6476	Laboratory Machinist Trainee	A-40
*	6550	Laboratory Welder II	A-35

*	6554	Laboratory Welder III	A-41
*	6558	Laboratory Welder Leader	A-43
	6542	Laboratory Welder Trainee	A-00
*	7886	Laborer	A-16
*	7902	Laborer Leader	A-18
	7878	Laborer Trainee	A-00
*	7894	Laborer/Driver	A-18
*	7906	Laborer/Driver Leader	A-20
*	5670	Life Science Tech Group Leader Trainee	A-00
*	5638	Life Science Technician I	A-18
*	5644	Life Science Technician II	A-24
*	5678	Life Science Technician II Group Leader	A-26
*	5652	Life Science Technician III	A-30
*	5686	Life Science Technician III Group Leader	A-32
*	5660	Life Science Technician IV	A-36
*	5694	Life Science Technician IV Group Leader	A-38
*	5630	Life Science Technician Trainee	A-00
	8176	Locksmith Trainee	A-00
*	8184	Locksmith Maintenance	A-33
*	8192	Locksmith Master	A-36
*	8312	Maintenance Mech Leader Res Facility	A-37
*	8304	Maintenance Mech Specialist Res Fac.	A-36
	8288	Maintenance Mech Trainee Res Facility	A-00
*	8296	Maintenance Mechanic Research Facility	A-35
*	7728	Maintenance Person I	A-24
*	7736	Maintenance Person II	A-26
*	7794	Maintenance Person II (Premium)	A-29
*	7744	Maintenance Person III	A-33
*	7802	Maintenance Person III (Premium)	A-36
#	7806	Maintenance Person III Leader (Premium)	A-37
*	7752	Maintenance Person IV	A-39
#	7810	Maintenance Person IV Leader (Premium)	A-41
	7720	Maintenance Person Trainee	A-00
	8900	Miscellaneous Crafts Person	N/A
	8920	Miscellaneous Laborer	N/A
	8910	Miscellaneous Semi-Skilled	N/A
	8930	Miscellaneous Service Worker	N/A
	8890	Miscellaneous Technician	N/A
	1872	Museum Attendant	A-17

*	1866	Museum Building & Installation Spec	A-28
	1858	Museum Bldg & Installation Spec Trainee	A-00
	8202	Painter Trainee	A-00
*	8226	Painter Leader	A-35
*	8210	Painter Maintenance	A-33
*	8218	Painter Specialist	A-34
*	8038	Pest Controller I	A-23
*	8046	Pest Controller II	A-26
	8030	Pest Controller Trainee	A-00
		Photo Lab Coordinator	A-30
*	3866	Photographer I	A-14
	3858	Photographer Trainee	A-00
*	3914	Photographic Technician I	A-14
*	3922	Photographic Technician II	A-22
*	3926	Photographic Technician III	A-24
*	3930	Photographic Technician Specialist	A-32
	3906	Photographic Technician Trainee	A-00
*	8428	Pipefitter	A-37
*	8429	Pipefitter Leader	A-41
*	8430	Pipefitter Specialist	A-39
	8427	Pipefitter Trainee	A-00
*	2882	Plant Services Dispatcher I	A-22
*	2890	Plant Services Dispatcher II	A-30
*	2894	Plant Services Dispatch Leader	A-31
	2874	Plant Services Dispatcher Trainee	A-00
	8390	Plumber Trainee	A-00
#	8422	Plumber Leader	A-40
*	8406	Plumber Maintenance	A-37
*	8398	Plumber Sewers & Water Mains	A-31
*	8414	Plumber Specialist	A-38
*	8452	Plumber/Steamfitter	A-39
#	8453	Plumber/Steamfitter Leader	A-41
*	1728	Portal Monitor	A-09
	1702	Portal Monitor Trainee	A-00
	6466	Precision Sheet Metal & Fabrication Tech	A-39
	6470	Precision Sheet Metal & Fab Tech Leader	A-41

	8352	Precision Surveyor	A-35
	8350	Precision Surveyor Aide	A-29
	8354	Precision Surveyor Leader	A-42
	8348	Precision Surveyor Trainee	A-00
	8355	Principal Precision Surveyor	A-40
		President's House Services Aide	A-15
		President's House Services Assistant	A-22
*	6612	Principal S & E Tech Electro-Mech	A-40
*	6654	Principal S & E Tech Electronics	A-40
*	6696	Principal S & E Tech Mechanical	A-40
*	7657	Project Crew I	A-16
*	7658	Project Crew II	A-22
	7258	Property Control Assistant	A-21
	7262	Property Control Assistant Leader	A-25
	7242	Property Control Assistant Trainee	A-00
	7250	Property Control Clerk	A-16
	7266	Property Control Coordinator	A-27
	7264	Senior Property Control Assistant	A-25
*	6502	Quality Assurance Specialist I	A-34
*	6510	Quality Assurance Specialist II	A-40
*	6514	Quality Assurance Specialist III	A-43
*	8782	Radiation Gate Guard	A-15
*	8790	Radiation Gate Guard Leader	A-18
	8774	Radiation Gate Guard Trainee	A-00
*	7133	Receiver/Shipper Specialist	A-22
*	7132	Receiver/Shipper Furniture Assembler	A-21
	7136	Receiver/Shipper Furn Assembler Coord.	A-29
*	7134	Receiver/Shipper Furn Assembler Leader	A-23
	7124	Receiver/Shipper Furn Assembler Trainee	A-00
*	7868	Relamper	A-18
	7860	Relamper Trainee	A-00
*	3664	Reprographics Technician I	A-15
*	3666	Reprographics Technician II	A-20
*	3668	Reprographics Technician III	A-22
*	3670	Reprographics Technician IV	A-24
	3662	Reprographics Technician Trainee	A-00

	8612	Rigger Trainee	A-00
*	8620	Rigger Maintenance	A-35
*	8624	Rigger Specialist	A-37
*	8630	Rigger Specialist Leader	A-38
	6564	- Saw Shop Attendant	A-26
	6588	S & E Tech Trainee Electro-Mechanical	A-00
	6630	S & E Tech Trainee Electronics	A-00
	6672	S & E Tech Trainee Mechanical	A-00
*	6596	Science & Engineering Tech Electro-Mech	A-28
*	6638	Science & Engineering Tech Electronics	A-28
*	6680	Science & Engineering Tech Mechanical	A-28
*	6604	Senior S & E Tech Electro- Mechanical	A-34
*	6646	Senior S & E Tech Electronics	A-34
*	6688	Senior S & E Tech Mechanical	A-34
*	8526	Service Station Operator I	A-23
	8534	Service Station Operator II	A-25
	8518	Service Station Operator Trainee	A-00
	8474	Sheetmetal Estimator Coordinator	A-37
	8458	Sheetmetal Worker Trainee	A-00
	8478	Sheetmetal Worker Leader	A-37
	8466	Sheetmetal Worker Maintenance	A-35
		Shielding Fabrication Assistant	A-14
*	8064	Sprinkler Systems Specialist I	A-20
*	8072	Sprinkler Systems Specialist II	A-26
*	8078	Sprinkler Systems Specialist Leader	A-28
	8056	Sprinkler Systems Specialist Trainee	A-00
		Stage Technician	A-30
	8432	Steamfitter Trainee	A-00
*	8448	Steamfitter Leader	A-42
*	8440	Steamfitter Maintenance	A-38
*	8444	Steamfitter Specialist	A-40
	8236	Stonemason Trainee	A-00
*	8244	Stonemason Maintenance	A-33
*	7074	Storekeeper I	A-17
*	7082	Storekeeper II	A-22

*	7084	Storekeeper II Leader	A-24
*	7090	Storekeeper III	A-26
	7066	Storekeeper Trainee	A-00
	5374	Tape Librarian I	A-17
	5382	Tape Librarian II	A-19
	5366	Tape Librarian Trainee	A-00
	2900	Telecommunications Trainee	A-00
*	2908	Telecommunications Attendant	A-18
*	2916	Telecommunications Attendant Leader	A-20
*	6730	Telecommunications Technician I	A-32
*	6736	Telecommunications Technician II	A-37
*	6738	Telecommunications Technician Leader	A-40
*	8090	Tree Specialist I	A-20
*	8098	Tree Specialist II	A-26
	9100	Tree Specialist II Leader	A-28
*	8106	Tree Specialist III	A-30
	8082	Tree Specialist Trainee	A-00
*	4034	TV Master Control Operator	A-28
	4030	TV Master Control Operator Trainee	A-00
		Utilities Design Draftsman & Coordinator	A-42
*	8247	Utilities Instrument Technician	A-40
*	8248	Utilities Instrument Tech Specialist	A-42
*	8249	Utilities Instrument Technician Leader	A-44
	8246	Utilities Instrument Tech Trainee	A-00
*	8346	Utilities Mech Leader Research Facilities	A-42
*	8338	Utilities Mech Specialist Res. Facilities	A-40
	8322	Utilities Mechanic Trainee Research Fac.	A-00
*	8330	Utilities Mechanic Research Facilities	A-38
*	8124	Water Systems Technician	A-39
		Water Systems Tech Leader	A-41
	8116	Water Systems Tech Trainee	A-00

* Signifies that written classification specifications exist.

** Food Service Workers hired before 9/1/97 are paid on ranges A08, A10, A12, A20, and A26.

*** Custodians hired before 9/1/97 are paid on ranges A13 and A15.

See specification for Trades and Craft Leader.

APPENDIX B

Stanford University TMS Bargaining Unit

Salary Range Structure

Effective 9/1/03 - 8/31/04

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month
A08	12.67	2196	13.24	2295	13.89	2408	14.57	2525	15.29	2650
A09	12.94	2243	13.58	2354	14.18	2458	14.90	2583	15.62	2707
A10	13.24	2295	13.89	2408	14.57	2525	15.29	2650	16.00	2773
A11	13.58	2354	14.18	2458	14.90	2583	15.62	2707	16.35	2834
A12	13.89	2408	14.57	2525	15.29	2650	16.00	2773	16.80	2912
A13	14.18	2458	14.90	2583	15.62	2707	16.35	2834	17.15	2973
A14	14.57	2525	15.29	2650	16.00	2773	16.80	2912	17.64	3058
A15	14.90	2583	15.62	2707	16.35	2834	17.15	2973	17.99	3118
A16	15.29	2650	16.00	2773	16.80	2912	17.64	3058	18.49	3205
A17	15.62	2707	16.35	2834	17.15	2973	17.99	3118	18.87	3271
A18	16.00	2773	16.80	2912	17.64	3058	18.49	3205	19.30	3345
A19	16.35	2834	17.15	2973	17.99	3118	18.87	3271	19.74	3422
A20	16.80	2912	17.64	3058	18.49	3205	19.30	3345	20.26	3512
A21	17.15	2973	17.99	3118	18.87	3271	19.74	3422	20.74	3595
A22	17.64	3058	18.49	3205	19.30	3345	20.26	3512	21.26	3685
A23	17.99	3118	18.87	3271	19.74	3422	20.74	3595	21.66	3754
A24	18.49	3205	19.30	3345	20.26	3512	21.26	3685	22.25	3857
A25	18.87	3271	19.74	3422	20.74	3595	21.66	3754	22.80	3952
A26	19.30	3345	20.26	3512	21.26	3685	22.25	3857	23.34	4046
A27	19.74	3422	20.74	3595	21.66	3754	22.80	3952	23.95	4151
A28	20.26	3512	21.26	3685	22.25	3857	23.34	4046	24.50	4247
A29	20.74	3595	21.66	3754	22.80	3952	23.95	4151	25.08	4347
A30	21.26	3685	22.25	3857	23.34	4046	24.50	4247	25.66	4448
A31	21.66	3754	22.80	3952	23.95	4151	25.08	4347	26.31	4560
A32	22.25	3857	23.34	4046	24.50	4247	25.66	4448	26.97	4675
A33	22.80	3952	23.95	4151	25.08	4347	26.31	4560	27.58	4780
A34	23.34	4046	24.50	4247	25.66	4448	26.97	4675	28.25	4897
A35	23.95	4151	25.08	4347	26.31	4560	27.58	4780	28.96	5020
A36	24.50	4247	25.66	4448	26.97	4675	28.25	4897	29.68	5144
A37	25.08	4347	26.31	4560	27.58	4780	28.96	5020	30.34	5259
A38	25.66	4448	26.97	4675	28.25	4897	29.68	5144	31.06	5384
A39	26.31	4560	27.58	4780	28.96	5020	30.34	5259	31.86	5522
A40	26.97	4675	28.25	4897	29.68	5144	31.06	5384	32.67	5663
A41	27.58	4780	28.96	5020	30.34	5259	31.86	5522	33.43	5794
A42	28.25	4897	29.68	5144	31.06	5384	32.67	5663	34.20	5928
A43	28.96	5020	30.34	5259	31.86	5522	33.43	5794	35.01	6068
A44	29.68	5144	31.06	5384	32.67	5663	34.20	5928	35.89	6221
A45	30.34	5259	31.86	5522	33.43	5794	35.01	6068	36.74	6368
A46	31.06	5384	32.67	5663	34.20	5928	35.89	6221	37.62	6521
A60	10.90	1889	11.44	1983	12.00	2080	12.59	2182	13.19	2286
A61	11.44	1983	12.00	2080	12.59	2182	13.19	2286	13.83	2397
A62	12.00	2080	12.59	2182	13.19	2286	13.83	2397	14.50	2513
A63	14.50	2513	15.20	2635	15.94	2763	16.71	2896	17.52	3037
A64	16.71	2896	17.52	3037	18.37	3184	19.26	3338	20.20	3501
A67	13.26	2298	13.93	2414	14.61	2532	15.34	2659	16.09	2789
A68	13.93	2414	14.61	2532	15.34	2659	16.09	2789	16.88	2926

APPENDIX B

Stanford University TMS Bargaining Unit

Salary Range Structure

Effective 9/1/04 - 8/31/05

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month
A08	13.12	2274	13.71	2376	14.38	2492	15.08	2614	15.83	2744
A09	13.40	2323	14.06	2437	14.68	2544	15.43	2674	16.17	2803
A10	13.71	2376	14.38	2492	15.08	2614	15.83	2744	16.56	2870
A11	14.06	2437	14.68	2544	15.43	2674	16.17	2803	16.93	2934
A12	14.38	2492	15.08	2614	15.83	2744	16.56	2870	17.39	3014
A13	14.68	2544	15.43	2674	16.17	2803	16.93	2934	17.76	3078
A14	15.08	2614	15.83	2744	16.56	2870	17.39	3014	18.26	3165
A15	15.43	2674	16.17	2803	16.93	2934	17.76	3078	18.62	3227
A16	15.83	2744	16.56	2870	17.39	3014	18.26	3165	19.14	3318
A17	16.17	2803	16.93	2934	17.76	3078	18.62	3227	19.54	3387
A18	16.56	2870	17.39	3014	18.26	3165	19.14	3318	19.98	3463
A19	16.93	2934	17.76	3078	18.62	3227	19.54	3387	20.44	3543
A20	17.39	3014	18.26	3165	19.14	3318	19.98	3463	20.97	3635
A21	17.76	3078	18.62	3227	19.54	3387	20.44	3543	21.47	3721
A22	18.26	3165	19.14	3318	19.98	3463	20.97	3635	22.01	3815
A23	18.62	3227	19.54	3387	20.44	3543	21.47	3721	22.42	3886
A24	19.14	3318	19.98	3463	20.97	3635	22.01	3815	23.03	3992
A25	19.54	3387	20.44	3543	21.47	3721	22.42	3886	23.60	4091
A26	19.98	3463	20.97	3635	22.01	3815	23.03	3992	24.16	4188
A27	20.44	3543	21.47	3721	22.42	3886	23.60	4091	24.79	4297
A28	20.97	3635	22.01	3815	23.03	3992	24.16	4188	25.36	4396
A29	21.47	3721	22.42	3886	23.60	4091	24.79	4297	25.96	4500
A30	22.01	3815	23.03	3992	24.16	4188	25.36	4396	26.56	4604
A31	22.42	3886	23.60	4091	24.79	4297	25.96	4500	27.24	4722
A32	23.03	3992	24.16	4188	25.36	4396	26.56	4604	27.92	4839
A33	23.60	4091	24.79	4297	25.96	4500	27.24	4722	28.55	4949
A34	24.16	4188	25.36	4396	26.56	4604	27.92	4839	29.24	5068
A35	24.79	4297	25.96	4500	27.24	4722	28.55	4949	29.98	5196
A36	25.36	4396	26.56	4604	27.92	4839	29.24	5068	30.72	5325
A37	25.96	4500	27.24	4722	28.55	4949	29.98	5196	31.41	5444
A38	26.56	4604	27.92	4839	29.24	5068	30.72	5325	32.15	5573
A39	27.24	4722	28.55	4949	29.98	5196	31.41	5444	32.98	5716
A40	27.92	4839	29.24	5068	30.72	5325	32.15	5573	33.82	5862
A41	28.55	4949	29.98	5196	31.41	5444	32.98	5716	34.61	5999
A42	29.24	5068	30.72	5325	32.15	5573	33.82	5862	35.40	6136
A43	29.98	5196	31.41	5444	32.98	5716	34.61	5999	36.24	6281
A44	30.72	5325	32.15	5573	33.82	5862	35.40	6136	37.15	6439
A45	31.41	5444	32.98	5716	34.61	5999	36.24	6281	38.03	6592
A46	32.15	5573	33.82	5862	35.40	6136	37.15	6439	38.94	6749
A60	11.42	1979	11.93	2068	12.52	2170	13.12	2274	13.78	2388
A61	11.93	2068	12.52	2170	13.12	2274	13.78	2388	14.41	2498
A62	12.52	2170	13.12	2274	13.78	2388	14.41	2498	15.13	2622
A63	15.13	2622	15.89	2754	16.66	2888	17.39	3014	18.25	3163
A64	17.39	3014	18.25	3163	19.15	3319	20.04	3474	21.02	3643
A67	13.88	2406	14.59	2529	15.29	2650	16.00	2773	16.79	2910
A68	14.59	2529	15.29	2650	16.00	2773	16.79	2910	17.60	3051

APPENDIX B

Stanford University TMS Bargaining Unit

Salary Range Structure

Effective 9/1/05 - 8/31/06

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month
A08	13.65	2366	14.26	2472	14.96	2593	15.69	2720	16.47	2855
A09	13.94	2416	14.63	2536	15.27	2647	16.05	2782	16.82	2915
A10	14.26	2472	14.96	2593	15.69	2720	16.47	2855	17.23	2986
A11	14.63	2536	15.27	2647	16.05	2782	16.82	2915	17.61	3052
A12	14.96	2593	15.69	2720	16.47	2855	17.23	2986	18.09	3136
A13	15.27	2647	16.05	2782	16.82	2915	17.61	3052	18.48	3203
A14	15.69	2720	16.47	2855	17.23	2986	18.09	3136	19.00	3293
A15	16.05	2782	16.82	2915	17.61	3052	18.48	3203	19.37	3357
A16	16.47	2855	17.23	2986	18.09	3136	19.00	3293	19.91	3451
A17	16.82	2915	17.61	3052	18.48	3203	19.37	3357	20.33	3524
A18	17.23	2986	18.09	3136	19.00	3293	19.91	3451	20.78	3602
A19	17.61	3052	18.48	3203	19.37	3357	20.33	3524	21.26	3685
A20	18.09	3136	19.00	3293	19.91	3451	20.78	3602	21.81	3780
A21	18.48	3203	19.37	3357	20.33	3524	21.26	3685	22.33	3870
A22	19.00	3293	19.91	3451	20.78	3602	21.81	3780	22.90	3969
A23	19.37	3357	20.33	3524	21.26	3685	22.33	3870	23.32	4042
A24	19.91	3451	20.78	3602	21.81	3780	22.90	3969	23.96	4153
A25	20.33	3524	21.26	3685	22.33	3870	23.32	4042	24.55	4255
A26	20.78	3602	21.81	3780	22.90	3969	23.96	4153	25.13	4356
A27	21.26	3685	22.33	3870	23.32	4042	24.55	4255	25.79	4470
A28	21.81	3780	22.90	3969	23.96	4153	25.13	4356	26.38	4572
A29	22.33	3870	23.32	4042	24.55	4255	25.79	4470	27.00	4680
A30	22.90	3969	23.96	4153	25.13	4356	26.38	4572	27.63	4789
A31	23.32	4042	24.55	4255	25.79	4470	27.00	4680	28.33	4910
A32	23.96	4153	25.13	4356	26.38	4572	27.63	4789	29.04	5034
A33	24.55	4255	25.79	4470	27.00	4680	28.33	4910	29.70	5148
A34	25.13	4356	26.38	4572	27.63	4789	29.04	5034	30.41	5271
A35	25.79	4470	27.00	4680	28.33	4910	29.70	5148	31.18	5404
A36	26.38	4572	27.63	4789	29.04	5034	30.41	5271	31.95	5538
A37	27.00	4680	28.33	4910	29.70	5148	31.18	5404	32.67	5663
A38	27.63	4789	29.04	5034	30.41	5271	31.95	5538	33.44	5796
A39	28.33	4910	29.70	5148	31.18	5404	32.67	5663	34.30	5945
A40	29.04	5034	30.41	5271	31.95	5538	33.44	5796	35.18	6098
A41	29.70	5148	31.18	5404	32.67	5663	34.30	5945	36.00	6240
A42	30.41	5271	31.95	5538	33.44	5796	35.18	6098	36.82	6382
A43	31.18	5404	32.67	5663	34.30	5945	36.00	6240	37.69	6533
A44	31.95	5538	33.44	5796	35.18	6098	36.82	6382	38.64	6697
A45	32.67	5663	34.30	5945	36.00	6240	37.69	6533	39.56	6857
A46	33.44	5796	35.18	6098	36.82	6382	38.64	6697	40.50	7020
A60	12.02	2083	12.55	2175	13.17	2283	13.81	2394	14.50	2513
A61	12.55	2175	13.17	2283	13.81	2394	14.50	2513	15.17	2629
A62	13.17	2283	13.81	2394	14.50	2513	15.17	2629	15.92	2759
A63	15.92	2759	16.72	2898	17.53	3038	18.29	3170	19.20	3328
A64	18.29	3170	19.20	3328	20.16	3494	21.09	3656	22.12	3834
A67	14.59	2529	15.33	2657	16.07	2785	16.82	2915	17.65	3059
A68	15.33	2657	16.07	2785	16.82	2915	17.65	3059	18.50	3207

APPENDIX C
Inactive Job Classifications & Pay Range Assignments

3522	Bindery Technician I	A-12
3530	Bindery Technician II	A-18
3538	Bindery Technician III	A-26
3514	Bindery Technician Trainee	A-00
3504	Book Warehouse Assistant	A-17
3508	Book Warehouse Assistant Leader	A-19
3436	Book Warehouse Assistant Trainee	A-00
8606	Building Systems Technician	A-37
8605	Building Systems Technician Trainee	A-00
2772	Business Equipment Operator I	A-10
2780	Business Equipment Operator II	A-14
2766	Business Equipment Operator Trainee	A-00
8662	Central Plant Mechanic I	A-31
8668	Central Plant Mechanic II	A-36
8654	Central Plant Mechanic Trainee	A-00
2848	Communication Dispatcher	A-30
2840	Communication Dispatcher Trainee	A-00
2788	Duplicating Services Coordinator	A-20
8455	Insulator	A-35
8456	Insulator Leader	A-37
8454	Insulator Trainee	A-00
6578	Laboratory Services Specialist	A-37
3648	Lithographic Platemaker I	A-12
3656	Lithographic Platemaker II	A-15
3658	Lithographic Platemaker III	A-24
3640	Lithographic Platemaker Trainee	A-00
8552	Machinist Maintenance	A-35
8568	Machinist Leader	A-37
8544	Machinist Trainee	A-00

3606	Mailing Machine Operator I	A-12
3614	Mailing Machine Operator II	A-15
3622	Mailing Machine Operator III	A-18
3598	Mailing Machine Operator Trainee	A-00
7668	Maintenance Coordinator I	A-26
7676	Maintenance Coordinator II	A-30
7660	Maintenance Coordinator Trainee	A-00
3564	Microfilm Machine Operator I	A-12
3572	Microfilm Machine Operator II	A-15
3580	Microfilm Machine Operator III	A-18
3556	Microfilm Machine Operator Trainee	A-00
3682	Offset Press Operator I	A-15
3690	Offset Press Operator II	A-20
3698	Offset Press Operator III	A-24
3700	Offset Press Operator IV	A-30
3674	Offset Press Operator Trainee	A-00
2814	PBX Operator	A-14
2806	PBX Operator Trainee	A-00
5340	Production Services Technician I	A-18
5348	Production Services Technician II	A-24
5350	Production Services Technician III	A-26
5326	Production Services Technician Trainee	A-00
8481	Roofer Maintenance	A-34
8480	Roofer Trainee	A-00
7010	Salvage Specialist	A-24
5434	Scanner	A-23
5438	Scanner Leader	A-27
5426	Scanner Trainee	A-00
7198	Taxi Driver	A-16
7190	Taxi Driver Trainee	A-00
5728	Tissue Technician I	A-24
5736	Tissue Technician II	A-30
5744	Tissue Technician III	A-36
5720	Tissue Technician Trainee	A-00

Steward's Name

Exhibit B

To: Jim Stewart

From: Julie Hardin-Stauter

J. Hardin-Stauter

Subject: Termination of Employment

Date: October 1, 2004

This memo is to inform you that effective today, October 1, 2004, your employment with Stanford University is terminated. You received disciplinary letters on July 1, 2004, August 18, 2004 and September 20, 2004 for abusing your sick leave benefit, poor efficiency/productivity, countermanding assignments and work instructions (that is, being insubordinate), violating the rules concerning taking your break and the quality of your work. All of those letters informed you that failure to adhere to the expectations set forth in the letters would result in the termination of your employment. In addition you were given a performance plan on September 20th aimed at improving your efficiency, productivity, quality and communications to an acceptable level. When asked for your input for this plan you had none. You then decided on your own not to follow the plan, again countermanding explicit work instructions and being insubordinate despite our repeated warnings to you that such behavior must cease.

Enclosed you will find your final pay check which includes pay through today, two weeks pay in lieu of notice, and your accrued vacation. You should contact the Benefits Office at 723-3377 regarding arrangements for your University benefits.

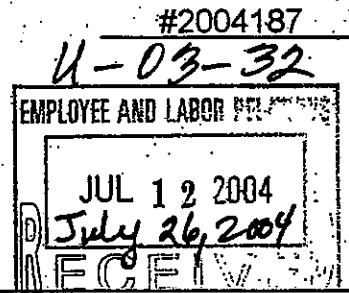
cc: Personnel file

Exhibit C



GRIEVANCE

7/12/2004

Grievant's Name: Jim Stewart

Address: _____

Home Phone: _____

Work Phone: _____

Ext. _____

Employer (County, School District, City, etc): Stanford UniversityDepartment: Facilities OperationsClassification: Painter

Dept. Head: _____

Immediate Supervisor: Julie HardenApproximate Date Grievable Action Occurred: 7/2/2004

1. **STATEMENT OF GRIEVANCE:** On July 2, 2004, Jim Stewart was suspended for a discrepancy on the amount of time it took to do a job. In addition, there is a discrepancy regarding his break time. The suspension was without just cause and was excessive.
2. **WHO IS GRIEVANCE BROUGHT AGAINST?** Julie Harden
3. **SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO:** Collective Bargaining Agreement, including, but not limited to Paragraph 330
4. **CORRECTIVE REMEDY:** Jim Stewart be made whole and all documents on the suspension be removed from his file.
5. **INFORMAL ATTEMPT AT RESOLUTION:**

GRIEVANT: Jim Stewart

DATE: _____

STEWARD: Ron Edwards

DATE: _____

WORKSITE ORGANIZER: Kennedy HelmDATE: 7/12/2004 KW

EMPLOYER COPY RECEIVED BY: _____

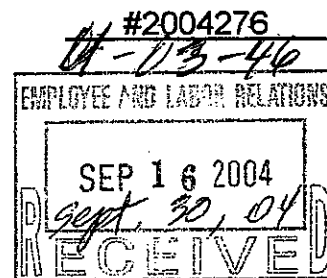
DATE: _____

Exhibit D



GRIEVANCE

9/16/2004

Grievant's Name: James Stewart

Address: _____

Home Phone: _____ Work Phone: _____ Ext. _____

Employer (County, School District, City, etc): Stanford UniversityDepartment: Facilities Operations

Classification: _____

Dept. Head: _____

Immediate Supervisor: Julie Hardin-StauterApproximate Date Grievable Action Occurred: 8/18/2004

1. STATEMENT OF GRIEVANCE: On August 18, 2004, Julie Hardin-Stauter, acting on behalf of Stanford University, issued a "letter of warning" to James Stewart for poor work performance and for having lied to her. The discipline is without just cause.

2. WHO IS GRIEVANCE BROUGHT AGAINST? Julie Hardin-Stauter

SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO: The collective bargaining agreement, including, but not limited to, Paragraphs 15, 16, 330 and all affected.

4. CORRECTIVE REMEDY: Stanford University shall remove the written warning and destroy it, and make Mr. Stewart whole.

5. INFORMAL ATTEMPT AT RESOLUTION:

GRIEVANT: James Stewart

DATE: _____

STEWARD: Ronald Edwards

DATE: _____

WORKSITE ORGANIZER: Kennedy HelmDATE: 9/16/2004 KW

EMPLOYER COPY RECEIVED BY: _____

DATE: _____

Exhibit E

LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

February 23, 2005

Keith Smith, Manager
Employee Relations
Stanford University
651 Serra Street, Suite 220
Stanford, CA 94305

RE: GRIEVANCE #2004276/U-03-46 -- LETTER OF WARNING

Dear Keith:

Please be advised that United Stanford Workers/SEIU Local 715 is withdrawing this grievance. This is done without prejudice and shall not set precedent.

Thank you for your cooperation in this matter.

Sincerely,



Kennedy Helm
Worksite Organizer

c: James Stewart, Grievant
Ron Edwards, Steward
Zev Kvitky, USW President
Mike Mayo, USW Vice President
Mitch Bousson, USW Chief Steward
Greg Pullman, Staff Director
File 2004276

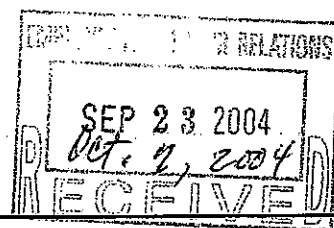
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Exhibit F



GRIEVANCE

9/23/2004

Grievant's Name: Jim Stewart

Address: _____

Home Phone: _____ Work Phone: _____ Ext. _____

Employer (County, School District, City, etc): Stanford University

Department: _____ Classification: _____

Dept. Head: Chris Christofferson Immediate Supervisor: Dennis MatthewsApproximate Date Grievable Action Occurred: 9/20/2004

1. STATEMENT OF GRIEVANCE: On or about September 20, 2004, Julie Hardin-Stauter issued a performance plan to Jim Stewart. The plan is not in accordance with the collective bargaining agreement.
2. WHO IS GRIEVANCE BROUGHT AGAINST? Julie Hardin-Stauter & Stanford University
3. SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO: The collective bargaining agreement, including, but not limited to, Paragraphs 15, 16, 160, 161, 162, 163, 164, 165, 333, 334, 335 & all affected.
4. CORRECTIVE REMEDY: Stanford University should rescind immediately the performance plan given to Mr. Stewart, and should not use the degree to which Mr. Stewart has or has not followed the plan as evidence for further discipline. Stanford University should then follow Paragraphs 333 to 336 in working out a performance plan with Mr. Stewart. Stanford University shall also make Mr. Stewart whole.
5. INFORMAL ATTEMPT AT RESOLUTION:

GRIEVANT: Jim Stewart

DATE: _____

STEWART: Ron Edwards

DATE: _____

WORKSITE ORGANIZER: Kennedy HelmDATE: 9/23/2004 KW

EMPLOYER COPY RECEIVED BY: _____

DATE: _____

Exhibit G

LOCAL 715



www.seiu715.org

LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

February 23, 2005

Keith Smith, Manager
Employee Relations
Stanford University
651 Serra Street, Suite 220
Stanford, CA 94305

RE: GRIEVANCE #2004282/U-03-48 – PERFORMANCE PLAN ISSUED

Dear Keith:

Please be advised that United Stanford Workers/SEIU Local 715 is withdrawing this grievance. This is done without prejudice and shall not set precedent.

Thank you for your cooperation in this matter.

Sincerely,

Kennedy Helm
Worksite Organizer

c: James Stewart, Grievant
Ron Edwards, Steward
Zev Kvitky, USW President
Mike Mayo, USW Vice President
Mitch Bousson, USW Chief Steward
Greg Pullman, Staff Director
File 2004282

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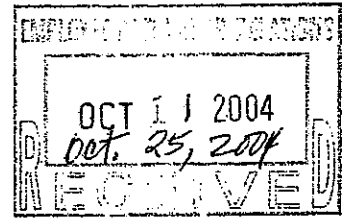
Exhibit H



GRIEVANCE

#2004302

10/11/2004

Grievant's Name: James Stewart

Address: _____

Home Phone: _____ Work Phone: _____ Ext. _____

Employer (County, School District, City, etc): Stanford UniversityDepartment: Facilities/Operations Classification: _____

Dept. Head: _____ Immediate Supervisor: _____

Approximate Date Grievable Action Occurred: 10/1/2004

1. STATEMENT OF GRIEVANCE: On October 1, 2004, Julie Hardin-Stauter, acting on behalf of Stanford University, terminated the employment of James Stewart. The termination was excessive and without just cause.
2. WHO IS GRIEVANCE BROUGHT AGAINST? Julie Hardin-Stauter & Stanford University
3. SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO: The collective bargaining agreement, including, but not limited to, Paragraphs 15, 16, 330 and all affected.
4. CORRECTIVE REMEDY: Stanford University should reinstate and make whole Mr. James Stewart.
5. INFORMAL ATTEMPT AT RESOLUTION:

GRIEVANT: James Stewart

DATE: _____

STEWARD: Ronald Edwards

DATE: _____

WORKSITE ORGANIZER: Kennedy HelmDATE: 10/11/2004 KW

EMPLOYER COPY RECEIVED BY: _____

DATE: _____

Exhibit I



www.seiu715.org

LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

February 23, 2005

Keith Smith, Manager
Employee Relations
Stanford University
651 Serra Street, Suite 220
Stanford, CA 94305

RE: GRIEVANCE #2004302/U-03-53 - TERMINATION

Dear Keith:

Please be advised that United Stanford Workers/SEIU Local 715 is withdrawing this grievance. This is done without prejudice and shall not set precedent.

Thank you for your cooperation in this matter.

Sincerely,

Kennedy Helm
Worksite Organizer

c: James Stewart, Grievant
Ron Edwards, Steward
Zev Kvitky, USW President
Mike Mayo, USW Vice President
Mitch Bousson, USW Chief Steward
Greg Pullman, Staff Director
File 2004302

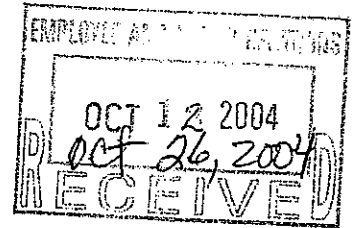
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Exhibit J



GRIEVANCE

10/12/2004



Grievant's Name: James Stewart

Address: _____

Home Phone: _____ Work Phone: _____ Ext. _____

Employer (County, School District, City, etc): Stanford University

Department: Facilities/Operations Classification: _____

Dept. Head: _____ Immediate Supervisor: Julie Hardin-Stauter

Approximate Date Grievable Action Occurred: 9/20/2004

1. STATEMENT OF GRIEVANCE: On or about September 20, 2004, Julie Hardin-Stauter, acting on behalf of Stanford University, issued a written discipline to James Stewart regarding work performance. The written discipline was excessive and without just cause.
2. WHO IS GRIEVANCE BROUGHT AGAINST? Julie Hardin-Stauter & Stanford University
3. SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO: The collective bargaining agreement, including, but not limited to, Paragraphs 15, 16, 330 & all affected.
4. CORRECTIVE REMEDY: Stanford University should remove the written warning from Mr. James Stewart's file and make him whole.
5. INFORMAL ATTEMPT AT RESOLUTION:

GRIEVANT: James Stewart

DATE: _____

STEWARD: Ron Edwards

DATE: _____

WORKSITE ORGANIZER: Kennedy Helm

DATE: 10/12/2004 KW

EMPLOYER COPY RECEIVED BY: _____

DATE: _____

Exhibit K



www.seiu715.org

LOCAL 715

U-03-54

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

February 23, 2005

Keith Smith, Manager
Employee Relations
Stanford University
651 Serra Street, Suite 220
Stanford, CA 94305

RE: GRIEVANCE #2004304/U-03-54 – WRITTEN DISCIPLINE

Dear Keith:

Please be advised that United Stanford Workers/SEIU Local 715 is withdrawing this grievance. This is done without prejudice and shall not set precedent.

Thank you for your cooperation in this matter.

Sincerely,

Kennedy Helm
Worksite Organizer

c: James Stewart, Grievant
Ron Edwards, Steward
Zev Kvitky, USW President
Mike Mayo, USW Vice President
Mitch Bousson, USW Chief Steward
Greg Pullman, Staff Director
File 2004304

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Exhibit L



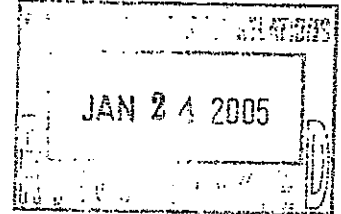
LOCAL 715

www.seiu715.org

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

January 24, 2005

Susan Hoerger, Director
Employee & Labor Relations
Stanford University
655 Serra Street
Stanford, CA 94305



Dear Susan,

I am writing to give you a list of the grievances—as well as the stewards and grievants to be released—that the Union would like to attempt to settle at our meetings with the University on January 26th and 27th:

Grievance number(s)	Issue	Steward(s) to be released	Grievant(s) to be released
U-03-53, 54, 48,46,32	James Stewart suspension, written warnings, performance plan, termination	Ron Edwards	Jim Stewart (no longer a worker)
REDACTED			

There are other grievances pending, and hopefully we will be able to discuss them as well. Please let either me or K.C. Snodgrass know that the University will be prepared to have a discussion about settling these matters. I will have Kelly West forward you a hard-copy of this correspondence.

I look forward to seeing you next week.

Sincerely,

Kennedy Helm
Kennedy Helm

Worksite Organizer

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San Jose Office: 2302 Zanker Road, San Jose, CA 95131-1115 • (408) 954-8715 • Fax (408) 954-1538
Redwood City Office: 891 Marshall Street, Redwood City, CA 94063 • (650) 365-8715 • Fax (650) 365-1538
Stanford Office: P.O.Box 19152, Stanford, CA 94309 • (650) 723-3680 • Fax (650) 723-3650

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Exhibit M

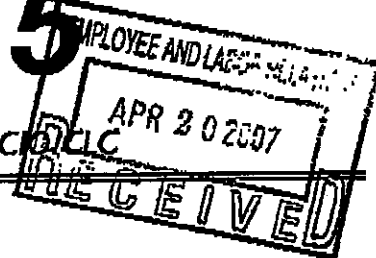
LOCAL 715



www.seiu715.org

LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO



April 11, 2007

Keith Smith, Manager
Employee Relations
Stanford University
651 Serra Street, Suite 220
Stanford, CA 94305

RE: GRIEVANCE #2004302/U-03-53 - TERMINATION -JIM STEWART
GRIEVANCE #2004276/U-03-46 - LETTER OF WARNING- JIM STEWART
GRIEVANCE #2004282/U-03-48 - PERFORMANCE PLAN ISSUED-JIM STEWART
GRIEVANCE #2004304/U-03-54 - WRITTEN DISCIPLINE-JIM STEWART

Dear Mr. Smith:

Please be informed that United Stanford Workers/SEIU Local 715 requests that the above-referenced grievances which were timely filed in accordance with Paragraph #20b of the Collective Bargaining Agreement, and thereafter previously withdrawn without prejudice on February 23, 2005, be moved to arbitration. Please contact us immediately so that we can select an arbitrator and set these matters for hearing as soon as possible.

Sincerely,

Jose Navarro
Worksite Organizer

San Jose Office: 2302 Zanker Road, San Jose, CA 95131-1115 • (408) 954-8715 • Fax (408) 954-1538
Redwood City Office: 891 Marshall Street, Redwood City, CA 94063 • (650) 365-8715 • Fax (650) 365-1538
Stanford Office: P.O.Box 19152, Stanford, CA 94309 • (650) 723-3680 • Fax (650) 723-3650

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EXHIBIT N

27 April 2007

Mr. Zev Kvitky, President
United Stanford Workers
Local 715, S.E.I.U.
P.O. Box 19152
Stanford, CA 94309

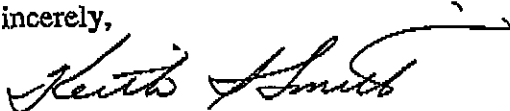
Dear Mr. Kvitky:

I am writing in response to a letter I received on April 20, 2007 from Mr. Jose Navarro, Worksite Organizer. The letter is dated April 11, 2007, and it concerns four (4) grievances filed by the Union on behalf of Mr. Jim Stewart (U-03-46, U-03-48, U-03-53, and U-03-54). Mr. Navarro requests that all four (4) grievances be referred to arbitration.

I regret to inform you that the University is not agreeable to referring these grievances to arbitration. These grievances – all four (4) of them – were officially withdrawn by the Union (Mr. Kennedy Helm, Worksite Organizer) in February of 2005 – two (2) years and two (2) months ago, at Mr. Stewart's request. Mr. Stewart declined to pursue remedy through the grievance and arbitration procedure, with the Union acting as his sole and exclusive representative in the matter. He chose instead to retain his own attorney and to file a law suit against Stanford University.

Stanford University is neither interested in, nor willing, nor obligated to re-open this matter through the grievance and arbitration procedure at this juncture – more than two (2) years after the Union officially withdrew the grievances – and after a decision was reached concerning the law suit which ensued.

Sincerely,



Keith I. Smith
Manager of Labor Relations